

Utility Advisory Commission Regular Meeting

Agenda

Thursday, November 4, 2021

7:00 pm – Gardner City Hall Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CONSENT AGENDA

1. Standing approval of the minutes as written for the July 1, 2021 meeting of the Utility Advisory Commission.

NEW BUSINESS

1. Consider a recommendation to City Council for the revision of the Water Installation Fees.
2. Consider a recommendation to the City Council to purchase a Hydro Excavation Trailer and Valve Exerciser for the Line Maintenance Division.

DISCUSSION ITEMS

1. Project Updates
2. Electric 3rd Quarter Outage Reports
3. Sewer 3rd Quarter Outage Reports
4. Water 3rd Quarter Outage Reports

OTHER BUSINESS

ADJOURNMENT

UTILITIES ADVISORY COMMISSION STAFF REPORT CONSENT AGENDA ITEM #1
MEETING DATE: NOVEMBER 4, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Standing approval of the minutes as written for the July 1, 2021 meeting of the Utilities Advisory Commission.

Background:

The draft minutes for the July 1, 2021 Utilities Advisory Commission meeting are attached.

Staff Recommendation:

Staff recommends approval of the minutes for the July 1, 2021 meeting of the Utilities Advisory Commission.

Attachments:

- Draft minutes of the July 1, 2021 Utilities Advisory Commission meeting.

**RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS**

Page No. 2021-16
July 1, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on July 1, 2021, at City Hall. Present were Chairperson Kristina Harrison, Vice-Chairperson Jake Wells, Commissioner Gary Williams, Commissioner Barbara Coleman, Commissioner Bryce Augustine, Utilities Department Director Gonzalo Garcia, Kill Creek WRRF Superintendent Scott Millholland, Administrative Assistant Erin Groh, and one member of the public.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairperson Kristina Harrison.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the June 3, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Augustine, seconded by Commissioner Coleman, to approve the Consent Agenda.

Motion carried 5-0 Aye

NEW BUSINESS

- 1. Consider a recommendation to the City Council to award a contract to Ford Hall Company in the amount of \$33,920.00 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.**

Kill Creek Water Resource Recovery Facility Superintendent Scott Millholland presented the staff report. Millholland explained that as part of the treatment process, the facility uses a Weir Wolf Automated Cleaning System manufactured by Ford Hall Company on both mechanical clarifiers. The proprietary cleaning system was part of the original design of the plant. This system cleans the algae buildup off the channels and v-notch weirs prior to the effluent going to the UV system. Effluent water then discharges to Kill Creek, a tributary of the Kansas River. The proposed cleaning system will reduce the amount of algae and TSS "total suspended solids" while providing clean water before reaching the UV disinfection and recycled water process. This system will ensure continued compliance with Kill Creek's KDHE water pollution control permit. Staff contacted the Ford Hall Company for a proposal on a turnkey replacement of all brushes, arms and equipment associated with the Weir Wolf Cleaning System. Utilities staff has reviewed the proposals presented by Ford Hall Company and agree the equipment provided meet and exceed all of the original requirements.

Motion by Commissioner Coleman, seconded by Commissioner Augustine, to forward the recommendation to the City Council to award a contract to the Ford Hall Company in an amount of \$33,920.00 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.

Motion carried 5-0 Aye

DISCUSSION ITEMS

1. Project Updates.

Director Garcia gave a brief update of the Hillsdale Water Treatment Plant expansion project. The expansion has been substantially completed. The week prior, the north plant was put into service and we were able to produce about 1 million gallons. The new plant is now producing 1m and the old plant is producing 2 m. Everything is working according to the design group. In the next few weeks staff will be watching to make sure everything is working properly.

The rebate program was not passed by City Council due to lack of evidence that the rebates the UAC brought forth would benefit the electric utility. Director Garcia explained the feedback that was received from council on the rebates. UAC Members debated a bit what the pros and cons of having the rebate program. It was discussed that because there isn't a power demand problem, a monetary benefit to the city's electric utility is not feasible, however there could be green energy benefits from less usage or more efficient usage of water and electric. Director Garcia and UAC commissioners concluded that the rebate program at this point wouldn't be researched any further as a board for the time being.

2. Electric 2nd Quarter Outage Reports

Director Garcia presented the Electric Outage report for the 2nd quarter of 2021. Electric staff responded to 14 outages affecting 346 customers: 6 caused by equipment failures, 4 caused by animals, and 4 caused by other reasons. The average workday response time was 13 minutes and the average workday length of outage was 28 minutes. The average after-hours response time was 49 minutes and the average after-hours length of outage was 2 hours and 19 minutes. The overall average response time was 44 minutes and the overall average length of outage was 2 hours and 3 minutes.

3. Wastewater 2nd Quarter Outage Reports

Director Garcia presented the Wastewater Collection report for the 2nd quarter of 2021. Line maintenance staff completed 11 sanitary sewer line repairs affecting 9 customers, with 2 being caused by roots, 2 due to damage by others and 5 due to residents' issues. The average workday response time was 15 minutes and the average workday repair time was 10 hours and 7 minutes. The average after-hours response time was 4 minutes and the average after-hours repair time was 1 hour and 29 minutes. The overall average response time was 12 minutes and the overall average repair time was 7 hours and 46 minutes.

4. Water 2nd Quarter Outage Reports.

Director Garcia presented the Water Distribution Repairs Report for the 2nd quarter of 2021. Line maintenance staff completed 60 water distribution service repairs affecting 83 customers: 9 due to line failures, 6 due to valve failure, 15 due to damage by others, 22 due to residents' issues, and 8 due to other issues. The average workday response time was 45 minutes and the average workday repair time was 5 hours and 27 minutes. The average after-hours response time was 20 minutes and the average after-hours repair time was 3 hours and 30 minutes. The overall average response time was 37 minutes and the overall average repair time was 4 hours and 60 minutes.

OTHER BUSINESS

Commissioner Coleman asked about the tracking of backflow tests and if they're coming in from businesses. Coleman asked about how many test forms the Utilities Department has received so far. Erin

**RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS**
Page No. 2021-18
July 1, 2021

Groh responded that at the current date for residential tests about 2/3 have been submitted and for commercial about 50% have been submitted.

Commissioner Coleman asked for an update on where the city is at with the Nexgrid app for the smart meters. Director Garcia stated that it was supposed to be out in June but it's not ready yet. Garcia said he has a meeting with them July 2.

Commissioner Augustine asked about what the progress is on water smart meters. Garcia said that they're about 53% complete. Augustine asked how it is determined the order in which the smart meters are installed and if it's done by neighborhood? Garcia said that they're grouping them by areas which is the same way they used to do water meter readings, in other words, they're doing them by the cycles (billing groups).

ADJOURNMENT

Motion by Commissioner Williams, seconded by Vice-Chair Wells, to adjourn the meeting at 7:37 p.m.

Motion carried 5-0 Aye

/s/ _____ Erin Groh _____

Utilities Department Administrative Assistant

UTILITY ADVISORY COMMISSION STAFF REPORT NEW BUSINESS ITEM No. 1
MEETING DATE: NOVEMBER 4, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to City Council for the revision of the water installation fees.

Background:

City Code Chapter 13.10 Water Regulations, Section 13.10.060 Service connections for water states "All service pipes shall be laid by the applicant or their designee from the main to the structure. Parties desiring water shall pay a meter installation charge which shall include tapping of the water main and the installation of the water meter."

In addition, Section 13.10.070 Meter installation also states "Installation fees for the installation of water meters, including separate water meters for irrigation systems and sprinkler systems, shall be established by the Governing Body by resolution."

The current water installation fees were established in 2011 under Resolution 1846 as shown below. The fees pay for the meter and materials (corp, meter, tap and setter) for water meters up to 2 inch. For meters greater than 2 inch, contractor/developer is responsible for the purchase of all materials and meters.

Meter Size	Current Meter Inside City Limits	Current Meter Outside City Limits
5/8"	\$300	\$600
1"	\$600	\$1,200
1 1/2"	\$1,000	\$2,000
2"	\$1,500	\$3,000

With the implementation of the smart meters, Utilities staff reviewed current fees and revised the fee to account for the new meters, and materials market price.

Meter Size	Proposed Meter Inside City Limits	Proposed Meter Outside City Limits
5/8"	\$810	\$1,620
1"	\$1,030	\$2,060
1 1/2"	\$1,660	\$3,320
2"	\$1,945	\$2,990

For inside city limits, the proposed fee is the actual cost plus 5%. For outside city limits, the proposed fee consists of the fee for inside city limits multiplied times 2, as previously listed. It is interesting to note that prior to Resolution 1846, the fees were much higher under Ordinance 2336 attached.

Staff Recommendation:

To increase the Water Installation fees as proposed.

Attachments:

- Resolution 1846
- Ordinance 2336

RESOLUTION NO. 1846

A RESOLUTION ESTABLISHING VARIOUS FEES AND CHARGES FOR TITLE 13 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Gardner, Kansas:

SECTION 1: Fees and Charges Established:

1. Meter Installation Fees (13.10.070)

Fee Schedule

<u>Meter Size</u>	<u>Meters Inside City Limits</u>	<u>Meters Outside City Limits</u>
¾ inch & smaller	\$ 300	\$ 600
1 inch	\$ 600	\$ 1,200
1½ inch	\$ 1,000	\$ 2,000
2 inch	\$ 1,500	\$ 3,000

2. Meter Installation Inspection Fee (13.10.080)

Fee Schedule

<u>Meter Size</u>	<u>Meters Inside City Limits</u>	<u>Meters Outside City Limits</u>
Larger than 2 inch	\$ 100	\$ 200

SECTION 2: This Resolution shall take effect and be in force on January 1, 2011.

ADOPTED by the Governing Body of the City of Gardner, Kansas, this 6th day of December, 2010.

CITY OF GARDNER, KANSAS

(SEAL)

/s/ David C. Drovetta
Mayor

Attest:

/s/ Doreen K. Pesek
City Clerk

ORDINANCE NO. 2336

AN ORDINANCE AMENDING THE WATER METER INSTALLATION FEES CODIFIED IN CHAPTER 13.10.070 OF THE CITY OF GARDNER CODE OF ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2010 AND REPEALING ORDINANCES 2329 AND 2206.

WHEREAS, the City Council has established water meter installation fees to pay for the material, labor, and other costs for the installation of the meter; and

WHEREAS, the fees have been determined to be insufficient to pay for the meter installation;

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: Ordinances No. 2329 and No. 2206 are hereby repealed in their entirety.

SECTION TWO: That Chapter 13.10.070 be deleted in its entirety and replaced with the following:

13.10.070 Meter installation.

Installation fees for the installation of water meters, including separate water meters for irrigation systems and sprinkler systems, shall be as follows:

- A. Meter installation fees for installation of five-eighths-inch to three-quarters-inch water meters inside the corporate limits of the City shall be \$700.00 each.
- B. Meter installation fees for installation of one-inch water meters inside the corporate limits of the City shall be \$1,000 each.
- C. Meter installation fees for installation of one-and-one-half-inch water meters inside the corporate limits of the City shall be \$2,000 each.
- D. Meter installation fees for installation of two-inch meters inside the corporate limits of the City shall be \$5,000 each.
- E. Meter installation fees for installation of five-eighths-inch to three-quarters-inch water meters outside the corporate limits of the City shall be \$1,400 each.
- F. Meter installation fees for installation of one-inch water meters outside the corporate limits of the City shall be \$2,000 each.
- G. Meter installation fees for installation of one-and-one-half-inch water meters outside the corporate limits of the City shall be \$4,000 each.
- H. Meter installation fees for installation of two-inch water meters outside the corporate limits of the City shall be \$10,000 each.

SECTION THREE: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION FOUR: That this Ordinance shall take effect and be in force January 1, 2010 and after its passage by the City Council and publication in the official City Newspaper.

PASSED and APPROVED this 21st day of December 2009.

/s/ David C. Drovetta
David C. Drovetta, Mayor

ATTEST:

/s/ Teresa Anderson
Teresa Anderson, City Clerk
(SEAL)

UTILITY ADVISORY COMMISSION

STAFF REPORT

NEW BUSINESS NO. 2

MEETING DATE: NOVEMBER 4, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council to purchase a Hydro Excavation Trailer and Valve Exerciser for the Line Maintenance Division.

Background:

The Utilities Line Maintenance Division is responsible for the maintenance of all 2,369 mainline valves, 1,161 hydrant valves, water storage/treatment facility valves, and other valves throughout the City. This equipment will be used in the annual valve maintenance program, potholing, locating, and smaller emergencies that can occur throughout the City water system. This piece of equipment was approved in the 2021 City Budget for \$65,000.

Bidding Process:

The Request for Proposals (RFP) was advertised on the City of Gardner website, Drexel website and The Legal Record, from July 19, 2021 to August 6, 2021. A total of three proposals were received from vendors that sell this piece of equipment. Only one proposal package met and exceeded the requirements set out in the Request for Proposal documents, which set out the requirements for each piece of equipment.

A RFP review panel was created to review these proposals. This panel consisted of three Utilities staff along with representatives from Public Works and the Administration Departments. All proposals were reviewed and graded per the evaluation matrix that weighted the technical requirements being met, experience with local municipalities, equipment warranties, and delivery time and finally cost of product. The panel of five unanimously decided the proposal by Key Equipment met and exceeded the requirements set forth in the Request for Proposals.

Contractor	Total Cost
Key Equipment	\$52,980.00
Line Maintenance Budget	\$65,000.00
Schulte Wachs	\$68,750.00
Ring-O-Matic	\$44,336.00

Staff and Committee Recommendation:

Consider a recommendation to the City Council to award a supply contract to Key Equipment, in the amount of \$52,980 plus taxes, insurance, and shipping for a Hydro Excavation trailer and Valve Exerciser.

Attachments:

- Request For Bids
- Key Equipment Proposal

Gardner Utilities Department



REQUEST FOR PROPOSAL

Hydro Excavation Trailer & Valve Exerciser

July 2021

Contact Information

Mr. Teddy Manes, LM Superintendent (913) 856-0967



TABLE OF CONTENTS

REQUEST FOR PROPOSALS.....	i
INSTRUCTIONS TO PROPOSERS.....	1
TERMS & CONDITIONS.....	9
AGREEMENT.....	10
TECHNICAL SPECIFICATIONS	18
PROPOSAL FORM	22
PROPOSER’S AFFIDAVIT.....	24
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER.....	25

CITY OF GARDNER

REQUEST FOR PROPOSALS

Proposals for **One (1) Hydro Excavation Trailer & Valve Exerciser** will be accepted by the City of Gardner, Kansas, at the Utilities Director's Office, Utilities Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030, until **11:00 A.M.** (local time) **August 06, 2021**, at which time the proposals will be taken under advisement, and the names of respondents will be made available for public record; all other information is confidential until contract negotiations are completed. **Any proposal received after the designated closing time will not be considered and will be returned unopened.**

All proposals shall be submitted to the Gardner Utilities Department via email at Utilities_Department@gardnerkansas.gov, or in sealed envelopes to the Utilities Department at 1150 E. Santa Fe Street, Gardner, Kansas, 66030, addressed to the City of Gardner, Kansas, Attention: LM Superintendent, marked "Proposal for: **Hydro Excavation Trailer & Valve Exerciser**".

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, Kansas, 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

INSTRUCTIONS TO PROPOSERS

Hydro Excavation Trailer & Valve Exerciser

A. General Statement:

The Proposer shall submit all proposals on the forms provided as part of these Proposal Documents and in compliance with these Instructions. All appropriate blanks shall be filled-in and the appropriate individual on behalf of him/herself or the entity submitting the proposal shall sign the Proposal. Each proposal must be enclosed in a sealed envelope plainly marked "Proposal for: Hydro Excavation Trailer & Valve Exerciser". Pursuant to the Notice to Proposers, Proposals shall be addressed to "City of Gardner, Kansas, Attention: "Utilities Line Maintenance".

B. RFP Documents:

1. RFP Documents may be obtained from:
Drexel Technologies
www.drexeltech.com
10840 W. 86th Street
Lenexa, KS 66214
2. Complete sets of Proposal Documents shall be used in preparing Proposals. Proposing documents consist of the Proposal, Contract, and any Plans or other supporting documentation.
3. Neither the City, nor any employee, nor any entity in contract with the City, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
4. The City, in making copies of the Proposal Documents available on the above terms, does so only for the purpose of obtaining proposals on the Work and does not confer a license or grant for any other use.
5. Proposals shall include furnishing all labor, materials, equipment and performing the Work for the project in strict accordance with the Proposal Documents and any Addenda.

C. Inquiries:

All Vendors are prohibited from contacting City officials, consultants, or staff, regarding this RFP between the time of issuance of the RFP and contract award, unless such contact is made through the City contact specified below. Failure to comply with this provision could result in rejection of a Vendor's proposal.

All questions regarding the proposal documents and proposal should be directed in writing, via e-mail or posted mail to:

Pre-proposal questions will be accepted until August 31, 2021.

Inquiries regarding the project should be directed to:

Teddy Manes, LM Superintendent
Phone: 913.856.0967
Email: tmanes@gardnerkansas.gov

The City's representative for the duration of this project is:

Teddy Manes
1150 E. Santa Fe St.
Gardner, KS 66030
913.856.0967
tmanes@gardnerkansas.gov

D. Project Timeline:

The following dates are provided in addition to those previously stated to help interested Proposers in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Proposal Issue Date	July 19, 2021
Proposal Deadline	August 06, 2021, 11:00 a.m.
Utility Advisory Board	September 02, 2021
City Council Meeting	September 20, 2021

E. Proposers Representation:

In order to induce the City to accept their Proposal, in addition to and not in lieu of any other representations and warranties contained in the Proposing Documents, the Proposer represents and warrants the following to the City:

1. The Proposer and their subcontractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
2. The Proposer is able to provide the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Proposer's obligations hereunder;
3. The Proposer is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Proposer and over the Work and the Project;
4. The Proposal and execution of the Proposing Documents and the Proposer's performance thereunder are within the Proposer's duly authorized powers;
5. The Proposer has made an exhaustive study of the Proposing Documents; understands the terms and provisions thereof; has sought or will timely seek any and all necessary clarifications prior to submitting the Proposal and that the Proposal is made in accordance with the foregoing;
6. The Proposal is based upon the materials, systems, and equipment described in the Proposing Documents without exception;

7. The Proposer certifies that his Proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all Proposals for the project result from a free, open and competitive Proposing environment;
8. The Proposer possess a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Proposer will perform the Work with care, skill and diligence of such a Contractor;
9. The Proposer acknowledges that the City is relying upon this Proposer's skill and experience in connection with the Work being Proposal herein;
10. That complete sets of Proposing Documents were used in preparing the Proposal and that the City is not responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

F. General Instructions:

1. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Proposing Documents. The Contractor's liability hereunder shall survive the City's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.
2. Any or all Proposers may be required by the City to furnish information to support the Proposer's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Proposal, but may be requested at the City's option. Such information may include, but not be limited to, the following:
 - i. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
 - ii. Proof of registration with the Kansas Secretary of State.
 - iii. List of projects of similar size and type the Proposer has constructed or in which the Proposer has been engaged in a responsible capacity.
 - iv. Evidence the Proposer maintains a permanent place of business.
 - v. A current financial statement.
3. Examination: Before submitting a Proposal, each Proposer shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.
4. Submission of a Proposal will be considered presumptive evidence that the Proposer has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Proposal made allowances for all conditions, requirements and contingencies.

5. Proposer requiring clarification or interpretation of the Proposing Documents shall make such requests (in writing only) of the Project Manager at least seven (7) days before the date for receipt of Proposals.

G. Addenda:

1. Any interpretations, corrections or changes to the Proposing Documents will be made by Addenda.
2. Written Addenda will be distributed on-line through www.drexeltech.com to all plan holders registered with Drexel Technologies.
3. Copies of written Addenda will be made available for inspection wherever Proposing Documents are on file for that purpose.
4. Addenda will be issued no later than four days prior to the date for receipt of Proposals, except an addendum withdrawing the request for Proposal Proposals, or one, which includes postponement of the date for receipt of Proposal Proposals.
5. Each Proposer shall ascertain prior to submitting his Proposal that he has received all written addenda issued, and he/she shall acknowledge its receipt in his Proposal.

H. Substitutions:

1. Each Proposer represents that his Proposal is based upon materials and equipment described in the Proposing documents.
2. No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the City at least seven (7) days prior to the date of the Proposal opening.
3. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation.
4. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included.
5. The burden of proof of the merit of the proposed substitute is upon the proposer.
6. The City's decision of approval or disapproval of a proposed substitution shall be final.
7. If the City approves any proposed substitution, such approval will be set forth in a written addendum. Proposers shall not rely upon approvals made in any other manner.
8. No substitution will be considered after the Contract award unless specifically provided in the Contract Documents.

I. Preparation of Proposals:

1. Proposals shall be made upon the form provided in these Proposing Documents.
2. All blanks must be filled in with ink or type. Blanks left on the Proposal form may cause a Proposer to be disqualified. The completed form shall be without alteration or erasure.

3. If a Proposal on all alternates is not required for alternate items, a written indication of "no Proposal" on the Proposal form is required.
4. Amounts shall be expressed in both words and figure, and in case of discrepancy between the two, the amount in words shall govern.
5. Sign Proposal form in longhand, with name typed below signature. Where Proposer is a Corporation, Proposals must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

J. Submission:

All proposals shall be submitted to the Gardner Utilities Department via email at Utilities_Department@gardnerkansas.gov, or in sealed envelopes to the Utilities Department at 1150 E. Santa Fe Street, Gardner, Kansas, 66030, addressed to the City of Gardner, Kansas, Attention: Utilities LM Superintendent, marked "Proposal for: Hydro Excavation Trailer & Valve Exerciser". Provide one (1) original and one (1) electronic copy.

K. Modification and Withdrawal:

Proposals may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

L. Consideration of Proposals

1. The City reserves the right to reject any and all Proposals; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Proposer; and the right to disregard all non-conforming, non-responsive or conditional Proposals.
2. In evaluating Proposals and determining the lowest responsible Proposer, City shall consider qualifications of the Proposers.
3. Each Proposer shall submit on a form provided for that purpose, a Statement of Proposer's Qualifications, when required by the City.
4. The City may consider the qualification and experience of Proposers and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
5. The City may conduct any such investigation it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to the City's satisfaction within the prescribed time.

M. Proposal Evaluation

1. A selection committee comprised of a minimum of three City staff members will be formed and shall be chaired by the Utilities Department Director or his/her designee. The committee shall include cross departmental representation, which

may include the City Administrator or designee, a second department director or designee, and at least one other individual decided upon by the Utilities Department Director.

2. The selection committee shall review the Proposals and provide a preliminary ranking of the vendors according to the criteria contained in the RFP. If necessary, discussions, interviews, or oral presentations by the top respondents will be scheduled.
3. Information provided in the Proposals will be confidential during the evaluation process.
4. Final committee consensus of a recommended respondent will be made to the Gardner Utilities Advisory Commission for recommendation to the City Council.

N. Evaluation Criteria

The selection committee will evaluate the responses based on the following criteria;

1. Meeting Technical Requirements – 45% Weight
2. Experience with Government Municipalities within the State of Kansas and within the region.– 10% Weight
3. Warranty – 25% Weight
4. Delivery Time – 10% Weight
5. Price – 10% Weight

O. Acceptance and Award

1. The City of Gardner reserves the right to waive all formalities and minor defects, and/or reject any and all RFPs in whole or in part with or without cause, and/or to accept the RFP that in its judgment will be in the best interest of the City of Gardner irrespective of cost.
2. The City of Gardner reserves the right to further negotiate details of the proposed contract with respondent to reach a contract that is mutually beneficial and meets the project needs, schedule, and budget of the City of Gardner.

P. State of Kansas Preference

1. State law, K.S.A. 75-3740a, requires that, to the extent permitted by federal law and regulations when letting contracts for Proposals, the City must require any Proposer domiciled outside the state of Kansas to submit a Proposal the same percent less than the lowest Proposal submitted by a responsible Kansas Proposer as would be required of such Kansas domiciled Proposer to succeed over the Proposer domiciled outside Kansas on a like contract let in the foreign Proposer's domiciliary state.
2. All Proposers domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Proposing statutes and the applicable percent received by in-state Proposers from the state in which the contract is located.

Q. Subcontractors

1. The Contractor shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its organization, work amounting to not less than fifty-five percent (55%) of the total contract price.
2. The Contractor shall submit the names of subcontractors for approval by the City prior to award of the contract.

R. Basis of the Award

1. The City shall award to the lowest and best, responsive, responsible Proposer as determined by the City and shall be required to enter into a contract with the City.
2. If the contract is awarded, the City will give the successful Proposer a Notice of Award within sixty (60) days after the day of the Proposal opening.
3. City of Gardner has a standard agreement for purchase of goods included in the Invitation for Proposals. By submitting a Proposal, Proposer acknowledges to have reviewed the terms and conditions of the agreement.

S. Notice To Proceed

1. No work shall commence until the City issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the City.
 - i. The Contract signed by the representative with authority and ability to do so.
 - ii. Certificate of Insurance listing the City as Additional Insured.
 - iii. Certificate of Nondiscrimination.
 - iv. List of subcontractors and suppliers.
 - v. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
 - vi. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.
 - vii. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
2. Such documents must be delivered with ten (10) days of the City's written notification to the successful Proposer. If they are not delivered within such time then the Proposer will be deemed to have abandoned its contract with the City, and the City will award a contract to the next lowest and best Proposal.
3. The successful Proposer shall not make claim either for time or money against the City for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
4. The City's responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor's timely execution and delivery prior to issuance of the Notice to Proceed.

T. Payment by City

1. Payments by the City may be made using any of the following methods of payment, in its sole discretion:
 - i. ACH or wire transfer
 - ii. Check – checks will be mailed to the Contractor’s place of business
 - iii. Credit/Purchasing Card for payments under \$1,000
2. The successful Proposer will be required to submit financial information as required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

U. Indemnity/Hold Harmless Agreement

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Gardner and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the Proposal process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

V. Open Record

Sealed Proposals received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with the Kansas Open Records Act. Thereafter, Proposals will be open for inspection by any person pursuant to the Kansas Open Records Act.

W. Taxes

The City of Gardner is not exempt from paying Kansas sales tax and should be included in the Proposal price.

X. All Work

Shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act, as amended.

TERMS & CONDITIONS

A. Insurance:

Any Proposer receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance, listing the City of Gardner as an additional insured. The following insurance(s) shall be required:

- ☐ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Proposers or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- ☐ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Proposers or Special Conditions

B. Term of Contract:

This contract shall commence the day after date of award by the City unless otherwise stipulated in the Notice of Award Letter. The contract shall remain in effect as reflected on the Proposal Form.

AGREEMENT FOR PURCHASE OF GOODS

This agreement ["Agreement"], is made as of this _____ day of _____, 2021, by and between the City of Gardner, Kansas, [hereinafter "City"], and _____, [hereinafter referred to as "Vendor"].

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal for a Hydro Excavation Trailer and Valve Exerciser designed specifically for maintenance of sewer collection pipes; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Purpose.

Vendor will supply a Hydro Excavation Trailer and Valve Exerciser including training as requested by City and as outlined in Vendor's response to said Request.

2.0 Term of Agreement.

The term of this Agreement shall be from September 2021, to delivery and training, unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable goods or if City determines that goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same goods to another qualified firm to provide goods or the City may complete the work in-house.

4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the goods and services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies.

Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

- 4.2 Payment shall be made by City only for goods provided and upon submission of a payment request upon delivery of goods.
- 4.3 All invoices should be sent to the Utilities Department, 1150 E. Santa Fe Street.
- 4.4 Compensation table, Vendor to invoice the City for the following item(s) when described:
 - 1. Supply a Combination High Pressure Jet and Vacuum Machine Truck per attached proposal including training.
 - 2. Total is _____ with 30-day payment terms.
 - 3. Freight, and insurance included.

5.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

6.0 Indemnification.

If properly notified and given the opportunity to do so, the Vendor shall indemnify and save harm City, its officers, agent and employees from all suits, actions, or claims brought for or on account of any bodily injury or damage to tangible property arising out of or caused by the negligence of the Vendor, its officers, agents or employees. The total liability of Vendor in connection with this indemnity agreement shall in no event exceed either the contract price or the value of any applicable insurance proceeds, whichever would permit the City a greater recovery.

7.0 Insurance.

7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas.

The following insurance coverages:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and

- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- Professional Liability - The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- Products Liability Insurance - The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.

7.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Vendor.

8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.0 Nondiscrimination.

Vendor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

11.0 Accessibility.

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

12.0 Records, Ownership and Inspection.

12.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

12.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

14.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

16.0 Confidentiality.

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

17.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Jeff LeMire, Utilities Manager
1150 E. Santa Fe St.
Gardner, Kansas 66030

To Vendor: Contact Name _____
Address _____
City, State Zip Code _____

18.0 Amendments.

18.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.

18.2 This document may be amended only by written instrument, signed by both City and Vendor.

19.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

20.0 Force Majeure.

Any delays in, or performance by City or Vendor, other than payment of money, shall not constitute default hereunder if such delay, failure or performance is caused by occurrences beyond the control of City or Vendor. Force Majeure delays will be agreed upon by both parties as to the following: (1) the extent, if any, to which the time for performance shall be extended; (2) any adjustments to the time table set out in the original proposal.

21.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

23.0 Costs and Attorney's Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

24.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25.0 Authority to Enter into Agreement.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26.0 Incorporation of Appendices.

Appendix A - Agreement for Purchase of Goods and Services; Exhibit A - Vendor Proposal.

27.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

28.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

CITY OF GARDNER, KANSAS

VENDOR

(Mayor/City Administrator)

Its Authorized Agent (Insert Name, Title)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A - Proposal

Please attach Quote # XXXX dated XX/XX/2021 by Vendor.

Technical Specifications

Hydro Excavation Trailer and Valve Exerciser

I. Background Information

The City of Gardner is located in Johnson County, Kansas, at the southwestern edge of the Kansas City Metropolitan Area. The City has a current population of approximately 22,500 and has experienced rapid growth during the last fifteen years. The City owns and operates its own electric, water, and wastewater utility systems.

The City operates one water treatment plant. The Hillsdale Treatment Plant is located approximately 6.5 miles south of Gardner and uses the Hillsdale Reservoir as its raw water source. The Hillsdale Plant has a design capacity of 4.0 MGD. A 3.0 MGD expansion is planned for 2020.

The City of Gardner water distribution system, as of December 31, 2018, serves approximately 7,258 residential, 325 commercial, and 7 industrial customers.

The City operates one wastewater treatment plant. The Kill Creek plant has a nominal capacity of 2.5 MGD and is designed to handle a peak capacity of 7.5 MGD. The City serves 6,847 residential, 229 commercial, and 7 industrial customers.

II. Technical Specifications

Instructions

The proposer shall indicate compliance to each section of the specifications by a **yes** or **no**. Any **no** indication must be fully explained in the deviations, exceptions, exclusions space, or it will be assumed that the features and performance are as specified and will be supplied without exception. If additional space is needed, proposer shall attach (on company's letterhead) a statement of deviations, exceptions, exclusions. Failure to deliver unit as specified will result in rejection of the unit and non-payment.

General

The equipment described herein shall be utilized for the purpose of small hydro excavation tool for making quick work of your maintenance, repair, and excavation needs of the City of Gardner. All operations shall be able to be performed by one operator. All material shall include the following items:

A) Hydro Excavation Technologies:

1. Water Tank:

- a minimum capacity of 95 gallons with a preferred 100 gallons tank.

Comply: Yes _____ No _____

2. Debris Tank:

- a minimum capacity of 250 gallons with a preferred 300 gallon holding capacity.
- Hydraulic lifting Dump system reaching 32 degree angle, with 4-inch drain valve to dump liquids without opening rear door
- Debris tank door shall have a minimum 4" steel locking door, with 4-inch gate valve

Comply: Yes _____ No _____

3. Pressure Washer:

- a minimum 3,000 PSI at 4 GPM pressure washer system
- electric switch clutch engaged belt powered pump
- Y strainer water filter
- Minimum 50' hose
- Quick connect spray nozzles

- Additional sized pressure washer wands and suction wands

Comply: Yes _____ No _____

4. Blower:

- 500 cfm @ 14 HG
- Dual belt driven
- 80 db silencer

Comply: Yes _____ No _____

5. Power Drive (Engine):

- Minimum 38 hp Engine
- Must be capable of running Vacuum & Hydraulic system at the same time

Comply: Yes _____ No _____

6. Anti-Freeze Kit:

- 4 gallon poly tank with 6" refill lid
- Leak proof bulkhead fittings
- Suction hose

Comply: Yes _____ No _____

7. Trailer:

- Minimum 7,000 lbs trailer jack
- Non-skid surface on fenders
- 2-5/16 standard ball hitch with safety chains
- DOT approved LED lights, red & white safety striping and side markers
- Electric Brakes
- 12 Volt battery and system with DOT compliant amber strobe light
- Spare tire and mount

Comply: Yes _____ No _____

8. Display Panel

- Digital tachometer/engine hour meter
- Temperature/oil level gauge
- Pressure Gauge
- Strobe light switch
- Low water bypass switch
- Spin Doctor/Aux Switch
- Engine Control Panel

Comply: Yes _____ No _____

Deviations, Exceptions, Exclusions:

B) Valve Exerciser Unit:

1. 270 degrees side to side range
2. Scoping range from 0' to 13' to reach valves easily
3. Vertical range from 0' to 7' above
4. Swiveling head range, 44 degrees side to side and 60+ degree front to back
5. Torque Control feature for gentle increments to eliminate "slamming"
6. Warranty
7. Direct drive, hydraulic powered motor that provides up to 1,000 ft. lbs of torque

Comply: Yes _____ No _____

Deviations, Exceptions, Exclusions:

C) OPTIONS

1. Provide a detailed list and cost breakdown of any other options that the supplier may provide.

Comply: Yes _____ No _____

Deviations, Exceptions, Exclusions:

D) DEMO UNIT

1. The city will take into consideration a quote on a Demo Unit that is a 2020 or newer with less than 60 hours on the blower/water pump. The chassis should have less than 12,000 miles and have full manufacturer's warranties.

Comply: Yes _____ No _____

Deviations, Exceptions, Exclusions:

PROPOSER'S PACKAGE

PROPOSAL FORM

Make of Chassis: _____

Model of Chassis: _____

Make of Combination Unit: _____

Model of Combination Unit: _____

Delivery of Unit Complete: _____ Calendar Days

Price \$ _____

The Purchaser reserves the right to reject any and all proposals. The Purchaser reserves the right to reject any trade proposal that may choose instead to pay full purchase price.

Total Price \$ _____

Total Price in Words: _____

The above total price is the lump sum total payable upon delivery and acceptance of the Unit to the Purchaser

Manufacture's Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Date: _____, 20____

Signature of Individual Preparing this Proposal: _____

Printer or Type Name: _____

Proposal Requirements

Hydro Excavation Trailer & Valve Exerciser

A. Submittal Format and Content

The proposal must be prepared on 8-1/2" x 11" sheets. Submit three proposals, along with a .pdf electronic file to Utility Director's Office, Utility Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030. The proposal should be bound and tabbed for easy reference in the following order indicated below:

1. Table of Contents
2. Introduction
3. General
 - a. Identity of hydro excavation trailer and exerciser systems provider and its legal status
 - b. Name, address, and telephone number of the contact person
 - c. Name, address, and telephone number of the person legally authorized to enter into a contract on behalf of the firm
 - d. Description of the firm's insurance coverage (each firm must attach a copy of their professional liability insurance binder)
4. Qualifications
 - a. Provide documentation showing that the proposed hydro excavation trailer and valve exerciser complies with all of the requirements.
 - b. Provide a list of cities that have purchased a similar equipment in the last five (5) years identifying owner name, address, contact number and hydro excavation trailer and valve exerciser sold.
 - c. Provide a statement describing what, in your opinion, are the major challenges and opportunities in this project, and your firm's basic ideas for hydro excavation trailer and valve exerciser to meet the future needs of the City of Gardner.
5. Deliverables
 - a. Provide a detailed list of deliverables, including delivery, hardware, software training, warranty and post sell support to be supplied.
6. Price
 - a. Include a lump sum price for providing all materials, equipment, supplies and appurtenances; providing all implementation, training and support.

7. Contract Ready for Execution

- a. Provide a contract, ready for execution by the City of Gardner, utilizing the City of Gardner's Standard form of Agreement for Purchase of Goods and Services.



PROPOSER'S AFFIDAVIT

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone: _____ Email: _____

Federal ID #: _____

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit
☐ Partnership ☐ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):
 - Addendum No.: _____ Dated: _____
 - Addendum No.: _____ Dated: _____
 - Addendum No.: _____ Dated: _____

Authorized Signature: _____ Date: _____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20__ by _____.

(Signature of Notary Public)

(seal, if any)

My commission expires: _____



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____

Name: _____

Title: _____

Bidder: _____

Subscribed and sworn to before me this _____ day of _____, 20__ by

_____.

(Signature of Notary Public)

(seal, if any)

My commission expires: _____



Corporate Office

P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office

P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office

P.O. Box 692109
Tulsa, OK 74169
405-812-5827



August 4, 2021

City of Gardner
Attn: Mr. Teddy Manes
329 Meadowbrook Circle
Gardner, KS 66030



RE: Trailer Mounted Hurco Valve-N-Vac 300

Teddy,

On behalf of Key Equipment & Supply Co. I would like to thank you for the opportunity to supply you and the City of Gardner with a bid proposal for a new Hurco Technologies Trailer Mounted VAC300 and a valve turning arm. We are pleased to say that we meet your published specifications 100% with no exceptions.

We are a licensed dealer in the State of Kansas for selling trailers and motor vehicles, and have parts on the shelf to support all the products we represent including Hurco. I have included a list of Hurco Valve-N-Vac customers in the local KC area for reference on a separate document.

The HURCO VAC300 is the perfect small hydro excavation tool, making quick work of your maintenance, repair, and excavation needs. We utilize top of the line components including Cat® or Kohler® engines and Gardner Denver® blowers, so you know that you will have years of hassle-free performance.

Standard Features of the Hurco Vac/Valve 300:

- 4.8 GPM at 3000 PSI. Clutch operated, single belt drive, Cat Pump pressure sensitive regulating unloader valve. Y strainer water filter element.
- 6-gallon antifreeze tank with 2 position selector valves.
- 95-gallon water tank.
- 300 gallon holding capacity. Top hinged fully opening dump door with twin hydraulic lift cylinders. Door is locked using a 4-point spider positive locking system. Compressible rear door O-ring. Vacuum breaker factory preset and certified at 14 Hg. 4-inch rear door dump valve. 4-inch steel suction tube with 4-inch gate valve
- 32-degree angle fixed pitch debris tank for self-unloading. No mechanical lift will be allowed. 4-inch drain valve to dump liquids without opening rear door.
- Curbside Panel. Digital tachometer/ engine hour meter, vacuum gauge, spoils rear door switch, water pump switch, strobe light switch, work light switch, low water bypass switch, Spin Doctor / Aux Switch, engine control panel Model LOFA EP250
- 12 Volt system. 12 Volt Battery.
- 9 GPM @ 2250 PSI. Direct coupled hydraulic pump. Temperature / oil level gauge, pressure gauge, spin on filter, 15-gallon reservoir.
- 500 CFM @ 14 Hg. Gardner Denver Legend R Series Blower. Dual Belt Driven. 80 db silencer mufflers.
- 25 feet of 3-inch hose with quick connect ball and socket connection on both ends. Hose end increases at suction tube to 4 inches to help prevent clogging. 3-inch suction tube with PVC extension, 8 feet long.

- 7000 lbs. Bull Dog trailer jack. Acid wash and baked on Powder Coat finish. Non-skid surface on fenders. 2-5/16 standard Ball Hitch with safety chains.
- Additional sized pressure washer wands and suction wands
- DOT approved LED lights with environmentally sealed connectors. DOT Red and White safety striping and side marker lights. Provides all legally required lighting and reflectors for trailers under 80" wide. 12-volt DOT compliant amber strobe light. 2 swiveling work lights

The Hurco ERB800 Valve Exerciser, with 270 degrees side to side range, is the most versatile and powerful exerciser available. Having a scope of 0' to 13', the ERB800 can reach valves easily. Vertical range is unmatched with a range of 1' below the surface to 7' above. Swiveling head allows for connection to valve wrench that is not perfectly straight up and down, 44 degrees side to side and 60 + degree front and back. For Operator safety, the boom absorbs all of the torque not the Operator. Simple to use, durable, and safer for the Operator than the manual "T" handle valve wrench. Protect valves from costly damage due to excessive force by using the Feather Touch Torque Control. Torque is applied in gentle increments eliminating "slamming" of the valve. The ERB800 features a Limited Lifetime Warranty on the boom. The ERB800 Chrome Moly uses a direct drive, hydraulically powered motor that provides up to 1000 ft. lbs. of torque.

Optional Pressure Washer with spring retracting reel, 50' x 1/2" hose, Spare tire and rim mounted onto the unit is included in pricing.

**One (1) new Hurco Valve-N-Vac 300G, with ERB Valve exercising arm:
38HP Kohler Gasoline Engine**

\$52,980.00

There is a 12-month bumper to bumper warranty included with this equipment. Key Equipment & Supply Company will absolutely stand behind these products with our service department and our entire staff. If you are not totally satisfied with this equipment, we will stand behind any issues that you may encounter.

Price is good for 90-days from the proposal date.

Lifetime Training, Freight, and Delivery Included

We care about your uptime with minimal interruption in productivity and operation. With our service department located in Kansas City, KS, we would have the ability to service all our products locally for quick turn-around time.

Thank you for considering Key Equipment & Supply Co. and Hurco Technologies. If you have any questions, or would like additional information, please, do not hesitate to contact me at (913) 915-8709 or swilliams@keyequipment.com.

Respectfully,

Steve Williams

Steve Williams
Territory Sales Manager
Key Equipment & Supply Co.





Corporate Office

P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office

P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office

P.O. Box 692109
Tulsa, OK 74169
405-812-5827



August 4, 2021

City of Gardner
Attn: Mr. Teddy Manes
329 Meadowbrook Circle
Gardner, KS 66030



RE: Hurco products user list

- Water District #1 of Johnson County, Contact is John Fennel, Fleet Manager, 913-895-5650
- Consolidated Water District #1, Leavenworth County, Contact is Mike Fulkerson, 913-724-7000
- Johnson County Airport Commission, Curtis Rogers, 913-715-6010
- City of Kansas City, MO. Jeffery Pierce, 816-513-6578
- City of Liberty, MO. Gary Harter, Supt. 816-439-4762

This is just a short list of customers who currently own newer units in the KC area. If you need any additional, I can supply them.

Thank you,

Steve Williams
Territory Sales Manager
Key Equipment & Supply Company

Gardner Utilities Department



REQUEST FOR PROPOSAL

Hydro Excavation Trailer & Valve Exerciser

July 2021

Contact Information
Mr. Teddy Manes, LM Superintendent (913) 856-0967



TABLE OF CONTENTS

REQUEST FOR PROPOSALS.....	i
INSTRUCTIONS TO PROPOSERS.....	1
TERMS & CONDITIONS.....	9
AGREEMENT.....	10
TECHNICAL SPECIFICATIONS	18
PROPOSAL FORM	22
PROPOSER'S AFFIDAVIT.....	24
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER.....	25

CITY OF GARDNER

REQUEST FOR PROPOSALS

Proposals for One (1) Hydro Excavation Trailer & Valve Exerciser will be accepted by the City of Gardner, Kansas, at the Utilities Director's Office, Utilities Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030, until 11:00 A.M. (local time) August 06, 2021, at which time the proposals will be taken under advisement, and the names of respondents will be made available for public record; all other information is confidential until contract negotiations are completed. Any proposal received after the designated closing time will not be considered and will be returned unopened.

All proposals shall be submitted to the Gardner Utilities Department via email at Utilities_Department@gardnerkansas.gov, or in sealed envelopes to the Utilities Department at 1150 E. Santa Fe Street, Gardner, Kansas, 66030, addressed to the City of Gardner, Kansas, Attention: LM Superintendent, marked "Proposal for: Hydro Excavation Trailer & Valve Exerciser".

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, Kansas, 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.



INSTRUCTIONS TO PROPOSERS

Hydro Excavation Trailer & Valve Exerciser

A. General Statement:

The Proposer shall submit all proposals on the forms provided as part of these Proposal Documents and in compliance with these Instructions. All appropriate blanks shall be filled-in and the appropriate individual on behalf of him/herself or the entity submitting the proposal shall sign the Proposal. Each proposal must be enclosed in a sealed envelope plainly marked "Proposal for: Hydro Excavation Trailer & Valve Exerciser". Pursuant to the Notice to Proposers, Proposals shall be addressed to "City of Gardner, Kansas, Attention: "Utilities Line Maintenance".

B. RFP Documents:

1. RFP Documents may be obtained from:
Drexel Technologies
www.drexeltech.com
10840 W. 86th Street
Lenexa, KS 66214
2. Complete sets of Proposal Documents shall be used in preparing Proposals. Proposing documents consist of the Proposal, Contract, and any Plans or other supporting documentation.
3. Neither the City, nor any employee, nor any entity in contract with the City, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
4. The City, in making copies of the Proposal Documents available on the above terms, does so only for the purpose of obtaining proposals on the Work and does not confer a license or grant for any other use.
5. Proposals shall include furnishing all labor, materials, equipment and performing the Work for the project in strict accordance with the Proposal Documents and any Addenda.

C. Inquiries:

All Vendors are prohibited from contacting City officials, consultants, or staff, regarding this RFP between the time of issuance of the RFP and contract award, unless such contact is made through the City contact specified below. Failure to comply with this provision could result in rejection of a Vendor's proposal.

All questions regarding the proposal documents and proposal should be directed in writing, via e-mail or posted mail to:

Pre-proposal questions will be accepted until August 31, 2021.

Inquiries regarding the project should be directed to:

Teddy Manes, LM Superintendent
Phone: 913.856.0967
Email: tmanes@gardnerkansas.gov

The City's representative for the duration of this project is:

Teddy Manes
1150 E. Santa Fe St.
Gardner, KS 66030
913.856.0967
tmanes@gardnerkansas.gov

D. Project Timeline:

The following dates are provided in addition to those previously stated to help interested Proposers in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Proposal Issue Date	July 19, 2021
Proposal Deadline	August 06, 2021, 11:00 a.m.
Utility Advisory Board	September 02, 2021
City Council Meeting	September 20, 2021

E. Proposers Representation:

In order to induce the City to accept their Proposal, in addition to and not in lieu of any other representations and warranties contained in the Proposing Documents, the Proposer represents and warrants the following to the City:

1. The Proposer and their subcontractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
2. The Proposer is able to provide the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Proposer's obligations hereunder;
3. The Proposer is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Proposer and over the Work and the Project;
4. The Proposal and execution of the Proposing Documents and the Proposer's performance thereunder are within the Proposer's duly authorized powers;
5. The Proposer has made an exhaustive study of the Proposing Documents; understands the terms and provisions thereof; has sought or will timely seek any and all necessary clarifications prior to submitting the Proposal and that the Proposal is made in accordance with the foregoing;
6. The Proposal is based upon the materials, systems, and equipment described in the Proposing Documents without exception;

7. The Proposer certifies that his Proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all Proposals for the project result from a free, open and competitive Proposing environment;
8. The Proposer possess a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Proposer will perform the Work with care, skill and diligence of such a Contractor;
9. The Proposer acknowledges that the City is relying upon this Proposer's skill and experience in connection with the Work being Proposal herein;
10. That complete sets of Proposing Documents were used in preparing the Proposal and that the City is not responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

F. General Instructions:

1. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Proposing Documents. The Contractor's liability hereunder shall survive the City's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.
2. Any or all Proposers may be required by the City to furnish information to support the Proposer's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Proposal, but may be requested at the City's option. Such information may include, but not be limited to, the following:
 - i. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
 - ii. Proof of registration with the Kansas Secretary of State.
 - iii. List of projects of similar size and type the Proposer has constructed or in which the Proposer has been engaged in a responsible capacity.
 - iv. Evidence the Proposer maintains a permanent place of business.
 - v. A current financial statement.
3. Examination: Before submitting a Proposal, each Proposer shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.
4. Submission of a Proposal will be considered presumptive evidence that the Proposer has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Proposal made allowances for all conditions, requirements and contingencies.

5. Proposer requiring clarification or interpretation of the Proposing Documents shall make such requests (in writing only) of the Project Manager at least seven (7) days before the date for receipt of Proposals.

G. Addenda:

1. Any interpretations, corrections or changes to the Proposing Documents will be made by Addenda.
2. Written Addenda will be distributed on-line through www.drexeltech.com to all plan holders registered with Drexel Technologies.
3. Copies of written Addenda will be made available for inspection wherever Proposing Documents are on file for that purpose.
4. Addenda will be issued no later than four days prior to the date for receipt of Proposals, except an addendum withdrawing the request for Proposal Proposals, or one, which includes postponement of the date for receipt of Proposal Proposals.
5. Each Proposer shall ascertain prior to submitting his Proposal that he has received all written addenda issued, and he/she shall acknowledge its receipt in his Proposal.

H. Substitutions:

1. Each Proposer represents that his Proposal is based upon materials and equipment described in the Proposing documents.
2. No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the City at least seven (7) days prior to the date of the Proposal opening.
3. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation.
4. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included.
5. The burden of proof of the merit of the proposed substitute is upon the proposer.
6. The City's decision of approval or disapproval of a proposed substitution shall be final.
7. If the City approves any proposed substitution, such approval will be set forth in a written addendum. Proposers shall not rely upon approvals made in any other manner.
8. No substitution will be considered after the Contract award unless specifically provided in the Contract Documents.

I. Preparation of Proposals:

1. Proposals shall be made upon the form provided in these Proposing Documents.
2. All blanks must be filled in with ink or type. Blanks left on the Proposal form may cause a Proposer to be disqualified. The completed form shall be without alteration or erasure.

3. If a Proposal on all alternates is not required for alternate items, a written indication of "no Proposal" on the Proposal form is required.
4. Amounts shall be expressed in both words and figure, and in case of discrepancy between the two, the amount in words shall govern.
5. Sign Proposal form in longhand, with name typed below signature. Where Proposer is a Corporation, Proposals must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

J. Submission:

All proposals shall be submitted to the Gardner Utilities Department via email at Utilities_Department@gardnerkansas.gov, or in sealed envelopes to the Utilities Department at 1150 E. Santa Fe Street, Gardner, Kansas, 66030, addressed to the City of Gardner, Kansas, Attention: Utilities LM Superintendent, marked "Proposal for: Hydro Excavation Trailer & Valve Exerciser". Provide one (1) original and one (1) electronic copy.

K. Modification and Withdrawal:

Proposals may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

L. Consideration of Proposals

1. The City reserves the right to reject any and all Proposals; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Proposer; and the right to disregard all non-conforming, non-responsive or conditional Proposals.
2. In evaluating Proposals and determining the lowest responsible Proposer, City shall consider qualifications of the Proposers.
3. Each Proposer shall submit on a form provided for that purpose, a Statement of Proposer's Qualifications, when required by the City.
4. The City may consider the qualification and experience of Proposers and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
5. The City may conduct any such investigation it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to the City's satisfaction within the prescribed time.

M. Proposal Evaluation

1. A selection committee comprised of a minimum of three City staff members will be formed and shall be chaired by the Utilities Department Director or his/her designee. The committee shall include cross departmental representation, which

may include the City Administrator or designee, a second department director or designee, and at least one other individual decided upon by the Utilities Department Director.

2. The selection committee shall review the Proposals and provide a preliminary ranking of the vendors according to the criteria contained in the RFP. If necessary, discussions, interviews, or oral presentations by the top respondents will be scheduled.
3. Information provided in the Proposals will be confidential during the evaluation process.
4. Final committee consensus of a recommended respondent will be made to the Gardner Utilities Advisory Commission for recommendation to the City Council.

N. Evaluation Criteria

The selection committee will evaluate the responses based on the following criteria;

1. Meeting Technical Requirements – 45% Weight
2. Experience with Government Municipalities within the State of Kansas and within the region.– 10% Weight
3. Warranty – 25% Weight
4. Delivery Time – 10% Weight
5. Price – 10% Weight

O. Acceptance and Award

1. The City of Gardner reserves the right to waive all formalities and minor defects, and/or reject any and all RFPs in whole or in part with or without cause, and/or to accept the RFP that in its judgment will be in the best interest of the City of Gardner irrespective of cost.
2. The City of Gardner reserves the right to further negotiate details of the proposed contract with respondent to reach a contract that is mutually beneficial and meets the project needs, schedule, and budget of the City of Gardner.

P. State of Kansas Preference

1. State law, K.S.A. 75-3740a, requires that, to the extent permitted by federal law and regulations when letting contracts for Proposals, the City must require any Proposer domiciled outside the state of Kansas to submit a Proposal the same percent less than the lowest Proposal submitted by a responsible Kansas Proposer as would be required of such Kansas domiciled Proposer to succeed over the Proposer domiciled outside Kansas on a like contract let in the foreign Proposer's domiciliary state.
2. All Proposers domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Proposing statutes and the applicable percent received by in-state Proposers from the state in which the contract is located.

Q. Subcontractors

1. The Contractor shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its organization, work amounting to not less than fifty-five percent (55%) of the total contract price.
2. The Contractor shall submit the names of subcontractors for approval by the City prior to award of the contract.

R. Basis of the Award

1. The City shall award to the lowest and best, responsive, responsible Proposer as determined by the City and shall be required to enter into a contract with the City.
2. If the contract is awarded, the City will give the successful Proposer a Notice of Award within sixty (60) days after the day of the Proposal opening.
3. City of Gardner has a standard agreement for purchase of goods included in the Invitation for Proposals. By submitting a Proposal, Proposer acknowledges to have reviewed the terms and conditions of the agreement.

S. Notice To Proceed

1. No work shall commence until the City issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the City.
 - i. The Contract signed by the representative with authority and ability to do so.
 - ii. Certificate of Insurance listing the City as Additional Insured.
 - iii. Certificate of Nondiscrimination.
 - iv. List of subcontractors and suppliers.
 - v. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
 - vi. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.
 - vii. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
2. Such documents must be delivered with ten (10) days of the City's written notification to the successful Proposer. If they are not delivered within such time then the Proposer will be deemed to have abandoned its contract with the City, and the City will award a contract to the next lowest and best Proposal.
3. The successful Proposer shall not make claim either for time or money against the City for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
4. The City's responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor's timely execution and delivery prior to issuance of the Notice to Proceed.

T. Payment by City

1. Payments by the City may be made using any of the following methods of payment, in its sole discretion:
 - i. ACH or wire transfer
 - ii. Check – checks will be mailed to the Contractor's place of business
 - iii. Credit/Purchasing Card for payments under \$1,000
2. The successful Proposer will be required to submit financial information as required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

U. Indemnity/Hold Harmless Agreement

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Gardner and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the Proposal process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

V. Open Record

Sealed Proposals received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with the Kansas Open Records Act. Thereafter, Proposals will be open for inspection by any person pursuant to the Kansas Open Records Act.

W. Taxes

The City of Gardner is not exempt from paying Kansas sales tax and should be included in the Proposal price.

X. All Work

Shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act, as amended.

TERMS & CONDITIONS

A. Insurance:

Any Proposer receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance, listing the City of Gardner as an additional insured. The following insurance(s) shall be required:

- ☐ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Proposers or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- ☐ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Proposers or Special Conditions

B. Term of Contract:

This contract shall commence the day after date of award by the City unless otherwise stipulated in the Notice of Award Letter. The contract shall remain in effect as reflected on the Proposal Form.

AGREEMENT FOR PURCHASE OF GOODS

This agreement ["Agreement"], is made as of this _____ day of _____, 2021, by and between the City of Gardner, Kansas, [hereinafter "City"], and _____, [hereinafter referred to as "Vendor"].

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal for a Hydro Excavation Trailer and Valve Exerciser designed specifically for maintenance of sewer collection pipes; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Purpose.

Vendor will supply a Hydro Excavation Trailer and Valve Exerciser including training as requested by City and as outlined in Vendor's response to said Request.

2.0 Term of Agreement.

The term of this Agreement shall be from September 2021, to delivery and training, unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable goods or if City determines that goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same goods to another qualified firm to provide goods or the City may complete the work in-house.

4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the goods and services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies.

Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

- 4.2 Payment shall be made by City only for goods provided and upon submission of a payment request upon delivery of goods.
- 4.3 All invoices should be sent to the Utilities Department, 1150 E. Santa Fe Street.
- 4.4 Compensation table, Vendor to invoice the City for the following item(s) when described:
 - 1. Supply a Combination High Pressure Jet and Vacuum Machine Truck per attached proposal including training.
 - 2. Total is _____ with 30-day payment terms.
 - 3. Freight, and insurance included.

5.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

6.0 Indemnification.

If properly notified and given the opportunity to do so, the Vendor shall indemnify and save harm City, its officers, agent and employees from all suits, actions, or claims brought for or on account of any bodily injury or damage to tangible property arising out of or caused by the negligence of the Vendor, its officers, agents or employees. The total liability of Vendor in connection with this indemnity agreement shall in no event exceed either the contract price or the value of any applicable insurance proceeds, whichever would permit the City a greater recovery.

7.0 Insurance.

7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas.

The following insurance coverages:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and

- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- Professional Liability - The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- Products Liability Insurance - The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.

7.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
 - 2) Carries a Best's policyholder rating of A or better;
- AND
- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Vendor.

8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.0 Nondiscrimination.

Vendor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

11.0 Accessibility.

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

12.0 Records, Ownership and Inspection.

12.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

12.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

14.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

16.0 Confidentiality.

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

17.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Jeff LeMire, Utilities Manager
1150 E. Santa Fe St.
Gardner, Kansas 66030

To Vendor: **Contact Name** Steve Williams, Territory Manager
Address 6716 Berger Ave.
City, State Zip Code Kansas City, KS 66111

18.0 Amendments.

18.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.

18.2 This document may be amended only by written instrument, signed by both City and Vendor.

19.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

20.0 Force Majeure.

Any delays in, or performance by City or Vendor, other than payment of money, shall not constitute default hereunder if such delay, failure or performance is caused by occurrences beyond the control of City or Vendor. Force Majeure delays will be agreed upon by both parties as to the following: (1) the extent, if any, to which the time for performance shall be extended; (2) any adjustments to the time table set out in the original proposal.

21.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

23.0 Costs and Attorney's Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

24.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25.0 Authority to Enter into Agreement.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26.0 Incorporation of Appendices.

Appendix A - Agreement for Purchase of Goods and Services; Exhibit A - Vendor Proposal.

27.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

28.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2021.

CITY OF GARDNER, KANSAS

VENDOR

(Mayor/City Administrator)

Its Authorized Agent (Insert Name, Title)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A - Proposal

Please attach Quote # XXXX dated XX/XX/2021 by Vendor.



Technical Specifications

Hydro Excavation Trailer and Valve Exerciser

I. Background Information

The City of Gardner is located in Johnson County, Kansas, at the southwestern edge of the Kansas City Metropolitan Area. The City has a current population of approximately 22,500 and has experienced rapid growth during the last fifteen years. The City owns and operates its own electric, water, and wastewater utility systems.

The City operates one water treatment plant. The Hillsdale Treatment Plant is located approximately 6.5 miles south of Gardner and uses the Hillsdale Reservoir as its raw water source. The Hillsdale Plant has a design capacity of 4.0 MGD. A 3.0 MGD expansion is planned for 2020.

The City of Gardner water distribution system, as of December 31, 2018, serves approximately 7,258 residential, 325 commercial, and 7 industrial customers.

The City operates one wastewater treatment plant. The Kill Creek plant has a nominal capacity of 2.5 MGD and is designed to handle a peak capacity of 7.5 MGD. The City serves 6,847 residential, 229 commercial, and 7 industrial customers.

II. Technical Specifications

Instructions

The proposer shall indicate compliance to each section of the specifications by a **yes** or **no**. Any **no** indication must be fully explained in the deviations, exceptions, exclusions space, or it will be assumed that the features and performance are as specified and will be supplied without exception. If additional space is needed, proposer shall attach (on company's letterhead) a statement of deviations, exceptions, exclusions. Failure to deliver unit as specified will result in rejection of the unit and non-payment.

General

The equipment described herein shall be utilized for the purpose of small hydro excavation tool for making quick work of your maintenance, repair, and excavation needs of the City of Gardner. All operations shall be able to be performed by one operator. All material shall include the following items:

A) Hydro Excavation Technologies:

1. Water Tank:

- o a minimum capacity of 95 gallons with a preferred 100 gallons tank.

Comply: Yes X No _____
95 gallon

2. Debris Tank:

- o a minimum capacity of 250 gallons with a preferred 300 gallon holding capacity.
- o Hydraulic lifting Dump system reaching 32 degree angle, with 4-inch drain valve to dump liquids without opening rear door
- o Debris tank door shall have a minimum 4" steel locking door, with 4-inch gate valve

Comply: Yes X No _____
300 gallon, hyd door open/close - 4" gate valve for decanting

3. Pressure Washer:

- o a minimum 3,000 PSI at 4 GPM pressure washer system
- o electric switch clutch engaged belt powered pump
- o Y strainer water filter
- o Minimum 50' hose
- o Quick connect spray nozzles

○ Additional sized pressure washer wands and suction wands
Comply: Yes X No _____
4.8 gpm @ 3000 psi

4. Blower:

- 500 cfm @ 14 HG
- Dual belt driven
- 80 db silencer

Comply: Yes X No _____

5. Power Drive (Engine):

- Minimum 38 hp Engine 38 hp gas Kohler
- Must be capable of running Vacuum & Hydraulic system at the same time

Comply: Yes X No _____

6. Anti-Freeze Kit:

- 4 gallon poly tank with 6"refill lid
- Leak proof bulkhead fittings
- Suction hose

Comply: Yes X No _____
6 gallon

7. Trailer:

- Minimum 7,000 lbs trailer jack
- Non-skid surface on fenders
- 2-5/16 standard ball hitch with safety chains
- DOT approved LED lights, red & white safety striping and side markers
- Electric Brakes
- 12 Volt battery and system with DOT compliant amber strobe light
- Spare tire and mount

Comply: Yes X No _____

8. Display Panel

- Digital tachometer/engine hour meter
- Temperature/oil level gauge
- Pressure Gauge
- Strobe light switch
- Low water bypass switch
- Spin Doctor/Aux Switch
- Engine Control Panel

Comply: Yes X No _____

Deviations, Exceptions, Exclusions:

B) Valve Exerciser Unit:

1. 270 degrees side to side range
2. Scoping range from 0' to 13' to reach valves easily
3. Vertical range from 0' to 7' above
4. Swiveling head range, 44 degrees side to side and 60+ degree front to back
5. Torque Control feature for gentle increments to eliminate "slamming"
6. Warranty
7. Direct drive, hydraulic powered motor that provides up to 1,000 ft. lbs of torque

Comply: Yes X No _____

Deviations, Exceptions, Exclusions:

C) OPTIONS

1. Provide a detailed list and cost breakdown of any other options that the supplier may provide.

Comply: Yes X No _____

Deviations, Exceptions, Exclusions:

D) DEMO UNIT

1. The city will take into consideration a quote on a Demo Unit that is a 2020 or newer with less than 60 hours on the blower/water pump. The chassis should have less than 12,000 miles and have full manufacturer's warranties.

Comply: Yes _____ No X

Deviations, Exceptions, Exclusions:

PROPOSER'S PACKAGE

PROPOSAL FORM


Make of Chassis: Hurco Technologies
Model of Chassis: Valve-N-Vac 300
Make of Combination Unit: ERB valve exerciser arm
Model of Combination Unit: n/a
Delivery of Unit Complete: 60-90 days ARO Calendar Days
Price \$ 52,980.00

The Purchaser reserves the right to reject any and all proposals. The Purchaser reserves the right to reject any trade proposal that may choose instead to pay full purchase price.

Total Price \$ 52,980.00

Total Price in Words: Fifty Two Thousand Nine Hundred Eighty Dollars and no cents

The above total price is the lump sum total payable upon delivery and acceptance of the Unit to the Purchaser

Manufacture's Name: Hurco Technologies
Address: 409 Enterprise St.
City, State, Zip Code: Harrisburg, SD 57032
Telephone Number: 800-888-1436
Date: August 4, 2021
Signature of Individual Preparing this Proposal: 
Printer or Type Name: Steve Williams



Proposal Requirements

Hydro Excavation Trailer & Valve Exerciser

A. Submittal Format and Content

The proposal must be prepared on 8-1/2" x 11" sheets. Submit three proposals, along with a .pdf electronic file to Utility Director's Office, Utility Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030. The proposal should be bound and tabbed for easy reference in the following order indicated below:

1. Table of Contents
2. Introduction
3. General
 - a. Identity of hydro excavation trailer and exerciser systems provider and its legal status
 - b. Name, address, and telephone number of the contact person
 - c. Name, address, and telephone number of the person legally authorized to enter into a contract on behalf of the firm
 - d. Description of the firm's insurance coverage (each firm must attach a copy of their professional liability insurance binder)
4. Qualifications
 - a. Provide documentation showing that the proposed hydro excavation trailer and valve exerciser complies with all of the requirements.
 - b. Provide a list of cities that have purchased a similar equipment in the last five (5) years identifying owner name, address, contact number and hydro excavation trailer and valve exerciser sold.
 - c. Provide a statement describing what, in your opinion, are the major challenges and opportunities in this project, and your firm's basic ideas for hydro excavation trailer and valve exerciser to meet the future needs of the City of Gardner.
5. Deliverables
 - a. Provide a detailed list of deliverables, including delivery, hardware, software training, warranty and post sell support to be supplied.
6. Price
 - a. Include a lump sum price for providing all materials, equipment, supplies and appurtenances; providing all implementation, training and support.

7. Contract Ready for Execution

- a. Provide a contract, ready for execution by the City of Gardner, utilizing the City of Gardner's Standard form of Agreement for Purchase of Goods and Services.



PROPOSER'S AFFIDAVIT

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: Key Equipment & Supply Co.

Address: 6716 Berger Ave.

City/State/Zip: Kansas City, KS 66111

Contact Person: Steve Williams

Phone: 913-371-8260 Email: swilliams@keyequipment.com

Federal ID #: 43-0789228

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit
☐ Partnership ☒ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

Authorized Signature: Steven Williams Date: August 4, 2021
(Title)

Subscribed and sworn to before me this 4 day of August, 2021 by Steven Williams.

Kelly J. Lane
(Signature of Notary Public)

(seal, if any)

My commission expires: 01/30/23

KELLY J. LANE
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 1/30/23



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Kansas)
COUNTY OF Wyandotte)

Steven Williams, being first duly sworn deposes and says that:

- (1) He is Territory Mgr. of Key Equipment & Supply Co., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: 

Name: Steven Williams

Title: Territory Mgr.

Bidder: Key Equipment & Supply Co.

Subscribed and sworn to before me this 4 day of August, 2021 by

Steven Williams


(Signature of Notary Public)

My commission expires: 01/30/23

(seal, if any)

KELLY J. LANE
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 1/30/23

*VAC250G - Shown with Spin Doctor
valve exerciser and hot water heater*



**AFFORDABLE VACUUM
HYDRO EXCAVATION**

VAC300

The HURCO VAC300 is the perfect trailer mounted hydro excavation tool, making quick work of your maintenance, repair and excavation needs.

We utilize top of the line components including Cat® or Kohler® engines and Gardner Denver® blowers, so you know you'll have years of hassle free performance.

The 330 gallon spoils tank provides ample capacity for smaller daily tasks, such as:

- Potholing for buried utilities
- Clean out water main valve boxes, catch basins and storm drains
- Making post holes for signs or fences
- Excavate and replace valve boxes
- Various jobsite cleanup tasks

For a 600 gallon spoils / 200 gallon water option, we offer the VAC600, which provides the best suction, water pressure and ease of use of any comparable unit available.

Visit our website for more information, or call us for a demonstration!



Specifications

VAC300 GAS OR DIESEL

POWER / CONTROLS

POWER / CONTROLS

Engine	DEISEL: Caterpillar C2.2 Industrial Diesel Engine. Highly Regulated. 49.6 bhp. 27.0 kW. 3000 rpm. I4, 4-Stroke. Amply powered to perform all activities simultaneously at noted performance. EPA (US) Tier 4 Interim, Stage IIA (EU) emissions requirements. GAS: 37HP Gasoline Engine. Kohler Command Pro. V-twin cylinder, 4-cycle. Amply powered to perform all activities simultaneously at noted performance. Meets EPA and CARB Emissions Standards.
Controls	Curbside Panel. Digital tachometer/ engine hour meter, vacuum gauge, spoils rear door switch, water pump switch, strobe light switch, work light switch, low water bypass switch, Spin Doctor / Aux Switch, engine control panel Model LOFA EP250
Electrical Power	12 Volt system. 12 Volt Battery.
Hydraulic System	9 GPM @ 2250 PSI. Direct coupled hydraulic pump. Temperature / oil level gauge, pressure gauge, spin on filter, 15 gallon reservoir.

SPOILS

SPOILS

Debris Holding Tank	300 gallon holding capacity. Top hinged fully opening dump door with twin hydraulic lift cylinders. Door is locked using a 4 point spider positive locking system. Compressible rear door O-ring. Vacuum breaker factory preset and certified at 14 Hg. 4 inch rear door dump valve. 4 inch steel suction tube with 4 inch gate valve.
Dumping	32 degree angle fixed pitch debris tank for self unloading. No mechanical lift will be allowed. 4 inch drain valve to dump liquids without opening rear door.

VACUUM

VACUUM

Vacuum Pump	495 CFM @ 14 Hg. Gardner Denver Legend R Series Blower. Dual Belt Driven. 80 db silencer muffler. HiCFM available for diesel - 845 CFM @ 14" Hg (referred to as 1000 CFM)
Filtration	19 - 5 micron filtration tubes. Grain dust rated. Washable. High velocity heavy material dropout debris tank with 3 inch quick drain valve.
Hose and Wands	25 feet of 3 inch hose with quick connect ball and socket connection on both ends. Hose end increases at suction tube to 4 inch to help prevent clogging. 3 inch suction tube with PVC extension, 8 feet long.

WATER

WATER

Pressure Washer Pump	4.8 GPM at 3000 PSI. Clutch operated, single belt drive, Cat Pump pressure sensitive regulating unloader valve. Y-strainer water filter element. 6 gallon antifreeze tank with 2 position selector valve.
Capacity	95 gallon water tank.
Hose and Wands	50 feet high pressure hose on manual hose reel with positive lock for travel. 3 foot wash down wand and 8 foot emulsifying wand. High pressure quick disconnects.

TRAILER / LIGHTING

TRAILER / LIGHTING

Trailer Frame	Power System Skid Frame is constructed of 4" x 1-5/8" 5.4 lbs structural steel channel. All spliced joints are reinforced with a splice plate. Frame deck is 7 ga. steel. Power System plate is mounted on anti-vibration mounts. 2 - 7000 lb Dexter Torflex axles with electric brakes. 285.16 load range E tires and wheels. Battery operated electric breakaway brake system. 7000 lb Bull Dog trailer jack. Acid wash and baked on Powder Coat finish. Non-skid surface on fenders. 2-5/16 standard Ball Hitch with safety chains. Pintle hitch available.
Lighting / Reflectors	DOT approved LED lights with environmentally sealed connectors. DOT Red and White safety striping and side marker lights. Provides all legally required lighting and reflectors for trailers under 80" wide. 12 volt DOT compliant amber strobe light. 2 swiveling work lights.
Approximate Weight and Dimensions	Overall - 204" long x 79" wide x 98" height to top of strobe light. 12" ground clearance. GVWR - 4600 lbs. Payload capacity - 14000 lbs. Tongue weight - 550 lbs

ADDITIONAL OPTIONS

ADDITIONAL OPTIONS

Tool Box	Heavy Duty locking polished diamond plate tool box.
Arrow Board	Programmable arrow board with controller
Wands	Additional sized pressure washer wands and suction wands
Heat Exchanger	Thermostatic Controlled fan cooled heat exchanger / cooler and temperature gauge.
Hot Water Heater	Diesel fired. 12 volt burner. 340,000 BTU. 9 GPM @ 4000 PSI capable.
Auxiliary Hydraulics	Auxiliary power tool circuit
Hydraulic Tools	Various hydraulic tools available. Contact Hurco for information.

Additional options may be available; please contact us with any requests.

Visit our website for more information, or call us for a demonstration!

 **HURCO**
TECHNOLOGIES, INC.
HURCOTECH.COM
1-800-888-1436



THE TOUGHEST
VALVE EXERCISER
ON THE MARKET

Spin Doctor® ERB-800™

For utilities who prefer a horizontally oriented valve exerciser, the Spin Doctor ERB800 will perform like nothing you've seen before. Utilizing a rotated design of the SD400 and SD800, the ERB800 retains the extensive vertical capabilities of our traditional booms. This boom is ideal for providing years of dependable service.



We stand by (and on!) our equipment to the extent that we provide a Lifetime Warranty on our booms for failure due to torque.



EASE OF USE

Vertical lift lets you reach valves and hydrants that would otherwise be out of reach.



DATA COLLECTION

For those needing data collection, we offer the Valve Star option, offering detailed reports of testing activities.



EXTENSIVE ACCESS

The tilting head allows for easily attaching to valves that aren't aligned perfectly vertical.

Specifications

Spin Doctor ERB800 Dimensions and Performance

General	
Capacity	Operates valves of any size.
Speed	From 0 up to 60 depending on hydraulic supply flow.
Torque	From 0 up to 800 ft lbs depending on hydraulic pressure supply. Measured with precision sensors.
Supply Requirements	HTMA Class II recommended - 9 GPM @ 2200 PSI for maximum performance.
Range - Boom	Approximately 270 degrees side to side range. Hydraulically operated vertical lift range of approximately 1' below to 7' above ground level to help getting on valves and hydrants. Approximately 13' of range from mounting pedestal. Boom stays solidly in place through two independently locking pivot points.
Range - Head	Swiveling head allows for connection to valve wrench that is not perfectly straight up and down. 44 degree side to side (optional 180 degree), and 60+ degree front to back.
Drive	Direct Drive. Allows for direct connection to adjustable valve wrench for a comfortable work height.
Valve Key	Telescoping valve key operates standard AWWA 2" nuts over a 4' to 9' range. Rated for 1000 ft lbs torque. The modular design can increase reach by adding 3' extension attachments. Can be adjusted to a comfortable waist high operating level.
Mounting Configurations	Standard mounting on small trailer (SDT) or Vacuum (VAC300G/D; VAC600G/D) options. Can be mounted on a truck with a custom mount - Contact us for details.
Construction	3" square steel tubing.
Finish	Acid wash with Powder Coat finish.
Data Collection (Optional)	
NOTE: Hurco maintains manual operation capabilities as a standard feature of any valve exerciser. This is critical for an emergency or in the event of computer failure. No down time due to a dropped computer or dead battery.	
Valve Star Data Collection VSG6-KIT	Includes Valve Star Data Collection and GPS antenna mounted on Valve Exerciser, and IMS Software for mobile and desktop computers. Manages all critical data. Data can be transmitted to a filed computer, or saved on the Valve Exerciser and exported to a flash drive. Detailed reports and history. Export / Import functionality. Fully compatible with ESRI and GIS.
Valve Star Auto VSG5-AUTO	Allows for "hands free" valve exercising. Works in conjunction with the Valve Star Data Collection System.
Computer	Optional: Rugged outdoor computer for Valve Star- Runs full version of Windows. Contact us for information.
Power Pack (Hydraulic power source is required except with vacuum mount)	
Power Pack PP13E	13HP GX390 Honda Gas Power Pack. Electric start with 10 amp charge system. 9 GPM @ 2200 PSI.
Trailer Unit	
Small Trailer SDT	Small trailer unit for a compact, ready to go transportation unit for the valve exerciser. Includes tool box and wrench holder. See SDT specifications for more information.
Hydro Excavation Vacuum Unit	
Vacuum Unit VAC300G/D VAC600G/D	330 and 630 gallon hydro excavation units available with 37 HP Kohler gas or 49.6 bhp Cat Diesel engines. See VAC300 or VAC600 specifications for more information.



VAC300 & VAC600 WARRANTY INFORMATION

Warranty Exclusions

Hurco is not responsible for claims related to the following:

- Defacing: scratches, dents, tears, chips and defacing any surface not caused by Hurco.
- Routine Maintenance.
- Damage from unauthorized repairs, abuse, misuse, or neglect.
- Damage caused from improper hitch or tow vehicle hook-up.
- Damage caused by an accident.
- Damage due to unsuitable storage.
- Natural calamities
- Vandalism
- Installation of parts or alterations not approved by Hurco.
- Component parts covered by separate Supplier Warranty such as the warranties of:
 - o Tires, axles, jacks, couplers, light fixtures, engine, battery, vacuum pump, water pressure pump and hydraulic components.
- Wear items such as:
 - o Tires, brake pads, bearings, belts, bushings, clutches, clutch components, suction hose, suction wands, pressure hose, primary and scrubber filters, dry pre-filter element, vacuum relief valve, high pressure water pump, high pressure water guns, regulating un-loader valve, high pressure water nozzle, shut-off guns, oil filters, fuel filters, screens, ball valves and gauges.
- Any machines where identification numbers have been altered or tampered with or the hour meter has been altered or tampered with.
- Damage caused by improper use as outlined in the owner's manual.
- Any transportation costs not previously approved by Hurco.
- Any travel time to do repairs on the customer jobsite or facility unless the machine is incapable of being pulled to the servicing dealer.

Hurcos Obligation – How to get warranty service

Hurco shall elect to remedy defects in materials and workmanship caused by repair, replacement, or refund if replacement or repair is not possible. All defective products shall be delivered To Hurcos address in Harrisburg, South Dakota unless prior written approval is obtained from Hurco. Hurco may, as its option, select another qualified location for the repair to be completed.

Hurco will not be obligated, in any way, to pay for any repairs made without its specific approval. All costs incurred in shipping or delivering the products for warranty service shall be borne by the purchaser. Hurco shall remedy defect within a reasonable time, not to exceed sixty (60) days after delivery by purchaser.

WARRANTY DOCUMENT

VAC300 & VAC600
WARRANTY INFORMATION



HURCO
TECHNOLOGIES, INC.®

Purchasers Obligations

Purchaser must notify Hurco, at their address in Harrisburg, South Dakota; by phone at 800-888-1436 or by email at info@hurcotech.com, of any defect within fifteen (15) days after it is or should have been discovered.

Parts Warranty

Parts replaced in the warranty period will receive the balance of the first year warranty on that replaced part. For example, if you have 3 months left on your new equipment warranty, then you have 3 months warranty on the replaced part. Replacement parts after the original equipment warranty are warranted to be free from defects of material for thirty (30) days or the part will be repaired or replaced, without labor coverage for removal and installation. All parts warranty claims must be filed within ten (10) days of initial part failure or the warranty claim will be void.

Exclusions of Warranties

THERE IS NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTIES. THIS WARRANTY IS LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THOSE PERMITTED BY LAW. IN NO EVENT SHALL WARRANTOR BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE GOODS, TO THE EXTENT SUCH AVOIDANCE IS PERMITTED BY APPLICABLE LAW.

DEMONSTRATIONS,
VIDEOS & MORE

HURCOTECH.com

409 ENTERPRISE STREET - HARRISBURG, SD 57032 - 800-888-1436 - INFO@HURCOTECH.COM

Warranty

Things Excluded From Warranty

Hurco is not responsible for claims related to the following:

- ∞ Defacing: scratches, dents, tears, chips and defacing any surface not caused by Hurco.
- ∞ Routine Maintenance.
- ∞ Damage from unauthorized repairs, abuse, misuse or neglect.
- ∞ Damage caused from improper hitch or tow vehicle hook-up.
- ∞ Damage caused by an accident.
- ∞ Damage due to unsuitable storage.
- ∞ Natural calamities
- ∞ Vandalism
- ∞ Installation of parts or alterations not approved by Hurco.
- ∞ Component parts covered by separate Supplier Warranty such as the warranties of:
 - Tires, axles, jacks, couplers, light fixtures, engine, battery, vacuum pump, water pressure pump and hydraulic components.
- ∞ Wear items such as:
 - Tires, brake pads, bearings, belts, bushings, clutches, clutch components, suction hose, suction wands, pressure hose, primary and scrubber filters, dry pre-filter element, vacuum relief valve, high pressure water pump, high pressure water guns, regulating un-loader valve, high pressure water nozzle, shut-off guns, oil filters, fuel filters, screens, ball valves and gauges.
- ∞ Any machines where identification numbers have been altered or tampered with or the hour meter has been altered or tampered with.
- ∞ Damage caused by improper use as outlined in the owner's manual.
- ∞ Any transportation costs not previously approved by Hurco.
- ∞ Any travel time to do repairs on the customer jobsite or facility unless the machine is incapable of being pulled to the servicing dealer.

Hurco's Obligation – How to get warranty service

Hurco shall elect to remedy defects in materials and workmanship caused by repair, replacement or refund, if replacement or repair is not possible. All defective products shall be delivered to Hurco's address in Harrisburg, South Dakota unless prior written approval is obtained from Hurco. Hurco may, as its option, select another qualified location for the repair to be completed. Hurco will not be obligated, in any way, to pay for any repairs made without its specific approval. All costs incurred in shipping or delivering the products for warranty service shall be borne by the purchaser. Hurco shall remedy defect within a reasonable time, not to exceed sixty (60) days after delivery by purchaser.

Purchaser's Obligations

Purchaser must notify Hurco, at their address in Harrisburg, South Dakota, of any defect within fifteen (15) days after it is, or should have been discovered.

Warranty Information - continued

Parts Warranty

Parts replaced in the warranty period will receive the balance of the first year warranty on that replaced part. For example, if you have 3 months left on your new equipment warranty, then you have 3 months warranty on the replaced part. Replacement parts after the original equipment warranty are warranted to be free from defects of material for thirty (30) days or the part will be repaired or replaced, without labor coverage for removal and installation. All parts warranty claims must be filed within ten (10) days of initial part failure or the warranty claim will be void.

Exclusions of Warranties

THERE IS NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTIES. THIS WARRANTY IS LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THOSE PERMITTED BY LAW. IN NO EVENT SHALL WARRANTOR BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE GOODS, TO THE EXTENT SUCH AVOIDANCE IS PERMITTED BY APPLICABLE LAW.

K A N S A S

Department of Revenue

Division of Vehicles

STEVEN WILLIAMS

6716 BERGER AVE

KANSAS CITY KANSAS 66111

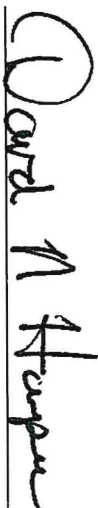
IS LICENSED AS A

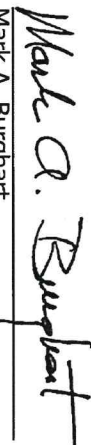
2021 NEW & USED VEHICLE SALESPERSON

KEY EQUIPMENT & SUPPLY CO INC

D-0345

License remains valid through June 30, 2022


David N. Harper
Director of Vehicles


Mark A. Burghart
Secretary of Revenue

ZIBELL BUILDING, 300 SW 29TH STREET, TOPEKA, KS 66611

VOICE 785-296-3621 FAX 785-296-5854

<http://www.ksrevenue.org>

UTILITY ADVISORY COMMISSION STAFF REPORT DISCUSSION ITEM #1
MEETING DATE: NOVEMBER 4, 2021
STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Project Updates

Background:

Staff will discuss current developments of projects.

UTILITY ADVISORY COMMISSION STAFF REPORT

DISCUSSION ITEM #2

MEETING DATE: NOVEMBER 4, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: 2021 3rd Quarter Electric Outage Report

Background:

Electric staff responded to 9 outages affecting 8925 customers:

- 1 caused by equipment failures
- 2 caused by trees
- 2 caused by animals
- 1 caused by damage by others
- 3 caused by other reasons

All outages this quarter took place either on the weekend or in the evening.

The average after-hours response time was 35 minutes and the average after-hours length of outage was 1 hour and 21 minutes.

The overall average response time was 35 minutes and the overall average length of outage was 1 hour and 21 minutes.

Attachment Included:

- 2021 3rd Quarter Electric Outage Report

Electric Outage Summary

Report Dates Between 7/1/2021 and 9/29/2021

EQ - Equipment, TR - Trees, AN - Animals, SM - Storms, DO - Damage By Others, OT - Other

9/29/2021

10:29 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20210708-011		7/7/2021	5:15 pm	7/7/2021	5:25 pm	7/7/2021	8:00 pm	8,813	Power Out	Every feeder dropped out. Whole town was out.	0:10	2:45	12.0	OT
20210721-011	601 S LOCUST ST	7/20/2021	5:30 pm	7/20/2021	6:16 pm	7/20/2021	6:25 pm		Power Out		0:46	0:55	1.0	AN
20210721-030	601 S LOCUST ST	7/20/2021	5:30 pm	7/20/2021	6:16 pm	7/20/2021	6:25 pm	4	Power Out		0:46	0:55	1.0	AN
20210729-005	16204 CANTON ST	7/28/2021	5:59 pm	7/28/2021	6:20 pm	7/28/2021	7:08 pm	103	Power Out	No power, fuse down, refused with larger fuse due to increased load from subdivision.	0:21	1:09	4.0	EQ
20210817-009	638 S LOCUST ST	8/13/2021	5:06 pm	8/13/2021	6:30 pm	8/13/2021	6:35 pm	1		Large limb on power line. Arrived to make sure it wasn't a hazard.	1:24	1:29	2.0	TR
20210823-015	622 S OAK ST	8/21/2021	1:59 pm	8/21/2021	2:10 pm	8/21/2021	4:38 pm	1		Customer had large tree branch down pinning electric service wire to metal covered deck roof. He stated that tree service was coming out and needed wire removed. He still had power. We replaced the service wire because it was damaged.	0:11	2:39	5.0	TR
20210901-025	1040 E WILDCAT RUN ST	9/1/2021	4:21 pm	9/1/2021	5:00 pm	9/1/2021	5:10 pm	1	Partial Power	Power out in three rooms of house. David- 913-601-2732; He said his landlord has called an electrician but he asked him to call us to make sure everything is good on our end.	0:39	0:49	2.0	OT
20210913-009	518 E MAIN ST	9/10/2021	7:15 pm	9/10/2021	7:50 pm	9/10/2021	8:10 pm	1	Needs Service	Semi truck damaged overhead service wire behind liquor store. Did not lose power.	0:35	0:55	1.0	DO
20210929-010	907 E LINCOLN LN	9/28/2021	6:40 pm	9/28/2021	7:00 pm	9/28/2021	7:10 pm	1	Power Out	Customers service disconnect was shut off. Checked fuses in disconnect box and on. Checked with customer to make sure power was restored.	0:20	0:30	0	OT
Totals:													28.0	

Electric Outage Summary

Report Dates Between 7/1/2021 and 9/29/2021

9/29/2021

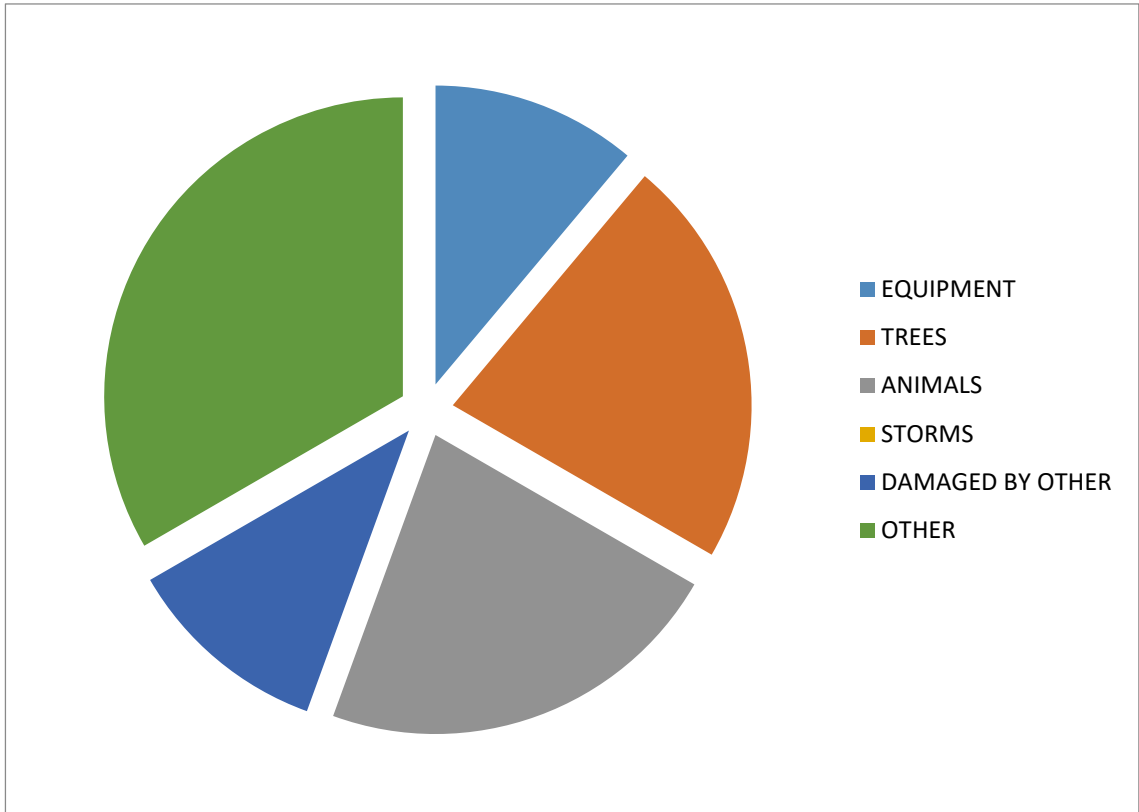
EQ - Equipment, TR - Trees, AN - Animals, SM - Storms, DO - Damage By Others, OT - Other

10:29 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause	
										9 After Hours Average	0:35	1:21	<u>Cause Totals</u>		
										0 Workday Average	0:00	0:00	EQ	1	
										9 Average	0:35	1:21	TR	2	
														AN	2
														SM	0
														DO	1
														OT	3

3Q 2021 Electric Outages

EQUIPMENT	TREES	ANIMALS	STORMS	DAMAGED BY OTHER	OTHER	TOTAL
1	2	2	0	1	3	9



UTILITY ADVISORY COMMISSION STAFF REPORT

DISCUSSION ITEM #3

MEETING DATE: NOVEMBER 4, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: 2021 3rd Quarter Wastewater Collection Repairs Report

Background:

Line maintenance staff completed 5 sanitary sewer line repairs affecting 9 customers:

- 1 due to grease
- 2 due to damage by others
- 2 due to residents' issues

The average workday response time was 30 minutes and the average workday repair time was 2 hours and 21 minutes.

The average after hours response time was 15 minutes and the average after hours repair time was 4 hours.

The overall average response time was 27 minutes. The overall average repair time was 2 hours and 41 minutes.

Attachment Included:

- 2021 3rd Quarter Wastewater Collection Repairs Report

Sewer Repair Summary

Report Dates Between 7/1/2021 and 9/29/2021

10/29/2021

GR - Grease, RT - Roots, LS - Line Sag, DB - Debris, LF - Line Failure, O - Damage By Others, RI - Residents Issue, OT - Other

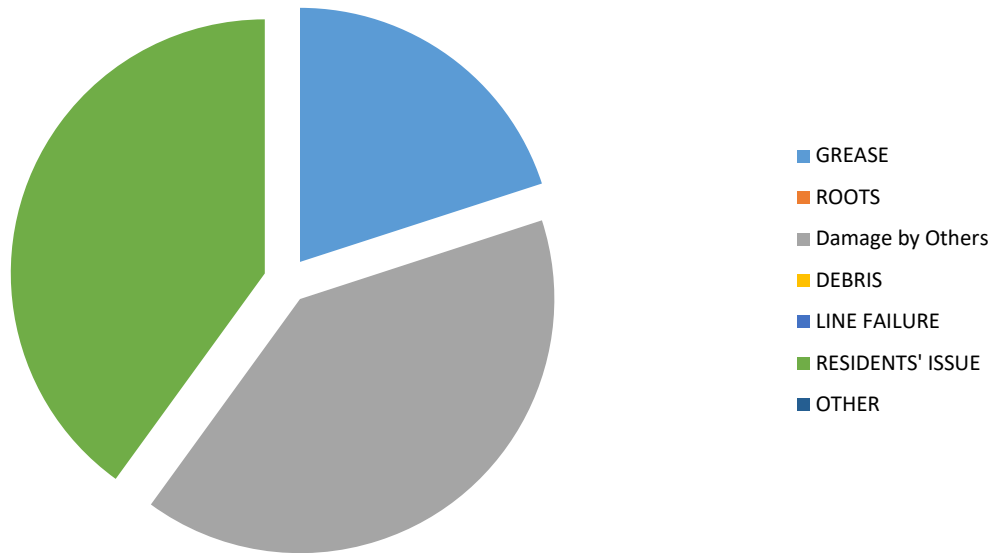
2:13 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20210719-014	900 E MAIN ST	7/16/2021	7:30 pm	7/16/2021	7:45 pm	7/16/2021	11:30 pm	0	Backup	900 E Main Sewer Back Up Received page at 7:30pm about sewage bubbling out of a manhole by someone who was out walking. I	0:15	4:00	11.5	GR
20210819-013	514 N SYCAMORE ST	8/19/2021	10:30 am	8/19/2021	11:45 am	8/19/2021	11:30 am	1	Backup	customer called in possible backup. Checked upstream and downstream manhole could not find nothing wrong on city sewer line. tried to call resident	1:15	1:00	1.0	RI
20210908-022	271 W MCKINLEY LN	9/8/2021	10:00 am	9/8/2021	10:20 am	9/8/2021	11:00 am	1	Sewer Investigation	customer called in saying someone hit her manhole. went out and someone had hit her sewer clean out lid with a mower. let her know that it was her	0:20	1:00	1.0	RI
20210916-016	W 188TH ST	9/16/2021	2:20 pm	9/16/2021	2:30 pm	9/16/2021	7:00 pm	0	Damage By Others	Contractor hit a 12" force main on 188th. Had to inspect as well as supply & unload 20 ft stick of SDR 21. Came back to the shop to load up our	0:10	4:40	9.0	O
20210921-020	W MADISON ST	9/21/2021	1:45 pm	9/21/2021	2:00 pm	9/21/2021	4:30 pm	0	Manhole	contractor hit manhole and knocked off casting and lid causing the manhole to fill up with dirt. Used vac truck to clean out manhole. Cohorst is	0:15	2:45	13.5	O
Totals:								2					36.0	

1	After Hours Average	0:15	4:00	Cause Totals
4	Workday Average	0:30	2:21	GR 1
5	Average	0:27	2:41	RT 0
				LF 0
				LS 0
				O 2
				DB 0
				RI 2
				OT 0

3Q 2021 Sewer Repair Report

GREASE	ROOTS	Damage by Others	DEBRIS	LINE FAILURE	RESIDENTS' ISSUE	OTHER	TOTAL
1	0	2	0	0	2	0	5



UTILITY ADVISORY COMMISSION STAFF REPORT**DISCUSSION ITEM #4****MEETING DATE: NOVEMBER 4, 2021****STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

AGENDA ITEM: 2021 3rd Quarter Water Distribution Repairs Report

Background:

Line maintenance staff completed 24 water distribution service repairs affecting 39 customers:

- 4 due to line failure
- 1 due to valve failure
- 5 due to damage by others
- 12 due to residents' issues
- 2 due to other issues

The average workday response time was 28 minutes and the average workday repair time was 7 hours and 31 minutes.

The average after hours response time was 6 hours and 27 minutes and the average after hours repair time was 7 hours and 31 minutes.

The overall average response time was 2 hours and 58 minutes. The overall average repair time was 4 hours and 21 minutes.

Attachment Included:

- 2021 3rd Quarter Water Distribution Repairs Report

Water Distribution Repair Summary

Report Dates Between 7/1/2021 and 9/29/2021

9/30/2021

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

8:04 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20210701-023	29409 W 186TH ST	7/1/2021	9:50 am	7/1/2021	10:05 am	7/1/2021	11:00 am	1	Water Quality	Smell and taste complaint from customer at this address. Went out and checked water tasted it and smelled it cannot find nothing wrong.	0:15	1:10	2.0	RI
20210702-008	760 N SPRUCE ST	7/2/2021	8:10 am	7/2/2021	8:20 am	7/2/2021	2:00 pm	1	Leak	Water service leak. Customer called in a leak at this address. HYDRO EXCAVATED SERVICE LINE AND FOUND A PIN HOLE IN IT UNDER	0:10	5:50	23.0	LF
20210707-005	701 S CEDAR ST	7/6/2021	9:00 pm	7/6/2021	9:15 pm	7/6/2021	9:30 pm	1	Leak	701 S Cedar St neighbor called and said sprinkler system was leaking need water shut off. nobody live 701 house was sold and nobody moved in.	0:15	0:30	0.5	RI
20210708-001	600 E DOGWOOD ST	7/7/2021	7:03 pm	7/7/2021	7:30 pm	7/8/2021	1:00 am	17	Leak	Resident called in water main break .upon arrival saw water bubbling from under driveway and sidewalk. went to water valve to lower water	0:27	5:57	19.0	LF
20210711-001	16140 GARDNER PL	7/10/2021	2:20 pm	7/10/2021	2:35 pm	7/10/2021	3:00 pm	1	Leak	Resident called needed water shut off had leak in house. went out and turn water off.	0:15	0:40	0.5	RI
20210712-017	28623 W 160TH ST	7/12/2021	1:00 pm	7/12/2021	1:20 pm	7/12/2021	1:45 pm	1	Leak	went out and checked water pressure it was 75 psi and 7 gals a min at the house. spoke with resident he was fine about making repairs the following	0:20	0:45	2.0	LF
20210714-020	28623 W 160TH ST	7/13/2021	6:30 am	7/13/2021	7:00 am	7/13/2021	3:00 pm	2	Leak	Called out to water service line leak. this was a road bore on W 160th St. Cut out driveway and sidewalk and Hydro excavated down to the corp on	0:30	8:30	30.0	LF
20210715-006	750 E MAIN ST	7/14/2021	8:00 pm	7/14/2021	8:20 pm	7/14/2021	9:00 pm	1	Residents Issue	750 E Mainstreet Received page about water bubbling from ground by 56 Hwy in front of Walgreens by a passerby at 8:00pm.	0:20	1:00	1.0	RI
20210715-024	740 N MULBERRY ST	7/15/2021	6:00 am	7/15/2021	6:05 am	7/15/2021	7:00 am	1		Meter readers reported that the shutoff valve on the meter yoke did not work. went out and turned on the outside	0:05	1:00	2.0	RI

Water Distribution Repair Summary

Report Dates Between 7/1/2021 and 9/29/2021

9/30/2021

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

8:04 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20210715-025	170 CHERRY HILLS CIR	7/15/2021	6:00 am	7/15/2021	7:00 am	7/15/2021	8:00 am	1		meter readers called and said the shut off valve on the meter yoke was leaking. went out and opened the lid and valve	1:00	2:00	2.0	RI
20210715-026	201 CHERRY HILLS CIR	7/15/2021	6:00 am	7/15/2021	8:00 am	7/15/2021	9:30 am	1	Leak	Meter readers reported the meter yoke valve was leaking. went out and checked and the valve was leaking. replaced valve with a	2:00	3:30	3.0	VF
20210719-013	16475 GREтна ST	7/19/2021	8:00 am	7/19/2021	8:20 am	7/19/2021	9:10 am	1	Damaged	Replace 2" meter damaged by the meter readers.	0:20	1:10	2.0	O
20210719-015	690 S SUMAC ST	7/19/2021	12:00 pm	7/19/2021	12:15 pm	7/19/2021	1:00 pm	1	Residents Issue	Lynn the customer called reporting low pressure. checked pressure at the outside faucet and it was 46 PSI, checked at	0:15	1:00	2.0	RI
20210720-001	29201 W 185TH ST	7/19/2021	6:31 pm	7/19/2021	6:41 pm	7/19/2021	7:41 pm	1	Leak	Resident called out a water leak after pumping down pit found a leak on the meter nut. replaced gaskets and restored service.	0:10	1:10	1.0	
20210720-013	1199 E SANTA FE ST	7/20/2021	6:30 am	7/20/2021	7:00 am	7/20/2021	7:30 am	1	Leak	customer called in odor coming from outside around meter pit. went out and upon arrival sew water coming over curb from meter. pumped out meter pit	0:30	1:00	2.0	O
20210722-019	832 N COTTONWOOD ST	7/21/2021	5:55 pm	7/21/2021	6:00 pm	7/21/2021	6:15 pm	1	Leak	Resident reported hearing a water leak out side of there basement wall. upon arrival i checked the meter to find leak detector spinning. shut off water	0:05	0:20	0.5	RI
20210723-017	711 S SPRUCE CIR	7/23/2021	10:30 am	7/23/2021	10:50 am	7/23/2021	11:30 am	1		resident call in low pressure. went out and checked pressure it was 59 psi And 7 gals a min at house. resident came out and said it was the new	0:20	1:00	1.0	RI
20210726-009	704 E VALERIE LN	7/23/2021	5:30 pm	7/26/2021	7:00 am	7/26/2021	8:00 am	1	Water Quality	Resident called in water taste bad. went out could not smell or taste anything but flushed anyway. flushed 5000 gals of water. called resident	61:30	62:30	1.0	RI

Water Distribution Repair Summary

Report Dates Between 7/1/2021 and 9/29/2021

9/30/2021

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

8:04 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20210726-028	417 E MAIN ST	7/26/2021	12:00 pm	7/26/2021	12:15 pm	7/26/2021	1:00 pm	1	Leak	Devon from heartland plumbing called me and said resident called in water leak . they went and dug up meter pit and found meter leaking. me and	0:15	1:00	2.0	O
20210803-008	151 W SKYLARK ST	7/31/2021	1:30 pm	7/31/2021	2:00 pm	7/31/2021	2:30 pm	1	Leak	Customer called in stating that their backyard was flooding. went out and found that the water hose was left on at 221 fountain cir. shut off hose and	0:30	1:00	0.5	RI
20210823-024	270 W COLLEEN ST	8/23/2021	12:30 pm	8/23/2021	12:45 pm	8/23/2021	1:30 pm	1	Residents Issue	Customer called in saying water was running down the curb at this address. went to address and water was	0:15	1:00	1.0	RI
20210907-010	N CENTER ST	9/6/2021	5:30 pm	9/6/2021	6:00 pm	9/6/2021	6:30 pm	0	Damage By Others	9/6/21 car accident called in by fire department. dug up and used electric hammer to break away the doughnut around	0:30	1:00	19.0	O
20210907-011	726 E LINCOLN LN b	9/5/2021	12:00 pm	9/5/2021	12:30 pm	9/5/2021	1:00 pm	1	Leak	customer called saying air was bubbling up from the mud puddles in the street. Up on arrival saw it wasn't a water leak then talked and explained	0:30	1:00	1.0	
20210924-014	323 W MADISON ST	9/24/2021	10:30 am	9/24/2021	10:45 am	9/24/2021	11:00 am		Damaged	Manager from Bethel Estates called in and said maintenance man found a broken valve box lid. went out and checked and found water valve box	0:15	0:30	0.5	O

Totals:	39												118.5	
---------	----	--	--	--	--	--	--	--	--	--	--	--	-------	--

10	After Hours Average	6:27	7:31	Cause Totals	
14	Workday Average	0:28	2:06	LF	4
24	Average	2:58	4:21	SF	0
				VF	1
				RCF	0
				O	5
				RI	12
				OT	1.00

3Q 2021 Water Repair Report

LINE FAIL	HARDWARE FAIL	VALVE FAIL	HYDRANT FAIL	DAMAGED BY OTH	RESIDENTS' ISSUE	OTHER	TOTAL
4	0	1	0	5	12	2	24

